



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 17, 2025, 5:30 PM**

The City of Porterville provides access to view city council meetings electronically. Please note that this service is offered as a courtesy and may not always be accessible to the public. To ensure the opportunity to participate in public comments and scheduled public hearings, individuals must attend in person.

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Or via Telephone: +1 669 900 6833 Webinar ID: 890 3065 3585 Passcode: 975552

Please direct any questions to the Office of City Clerk at 559-782-7464.

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: 253-018-001. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and Park Wilson H / Park Hyesun. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-203-003. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and the County of Tulare. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Porterville City

Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, and Fire Officer Series.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Ruth Gale Paredez. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Myers Funeral Service - Jason Wise. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: D. Covian through his Guardian Ad Litem, C. Andrade v. City of Porterville, Tulare County Superior Court Case No. PCU321021.

7 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Six (6) cases in which facts are not yet known to potential plaintiffs.

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

Pledge of Allegiance Led by Council Member Green

Invocation

PRESENTATIONS

Recognition of Former Mayor Kelly West
Employee Recognition

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.

REPORTS

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

- I. City Commission and Committee Meetings
 - 1. Transactions and Use Tax Oversight Committee (TUTOC) - May 27, 2025
- II. Staff Informational Reports
 - 1. Water Conservation Phase IV Status Update - May 2025

2. Freedom Express Shuttle Service Update for Freedom Fest 2025
3. Strawn v. City of Porterville - Report by City Attorney Regarding Council Action to Consider Judgment Satisfied

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. **Approval of Draft Minutes of June 3, 2025**
Re: Considering approval of the City Council draft Minutes of June 3, 2025.
2. **Authorization to Purchase Water and Streets Division Fleet Vehicles**
Re: Consideration to approve the purchase of two fleet vehicles, utilizing State Contract pricing, including one Fire Hydrant Testing Service Truck in the amount of \$122,190 and one Flatbed Service Truck in the amount of \$112,000, to support water system maintenance and street repair operations.
3. **Authorization of Emergency Expenditure Process for Replacement of Air Conditioner and Boiler at the Police Department**
Re: Consideration to approve utilizing the emergency process for the air conditioning and heating system replacement at the Police Department, utilizing the General Fund Reserve Deferred Maintenance funds, in an amount not to exceed \$357,083.
4. **Reimbursement for Transportation Improvements (Store-It at Gibbons Avenue and Jaye Street)**
Re: Consideration to accept the transportation improvements related to the Storeit LLC project and approve reimbursement to Dayco Construction, Inc in a total amount not to exceed \$79,596.
5. **Authorization to Renew the Agreement between the City of Porterville and the Tulare County Sheriff's Office Work Alternative Program**
Re: Consideration to renew the agreement between the City of Porterville and the Tulare County Sheriff's Office Work Alternative Program
6. **Approval of Ground Lease Agreements with Porterville Unified School District for Lot 9 and Lot 10 at Porterville Municipal Airport**
Re: Consideration of approval of Ground Lease Agreements with Porterville Unified School District for Lot 9 and Lot 10 at the Porterville Municipal Airport, contingent upon the close of escrow on the District's purchase of the existing hangars.
7. **Authorization to Temporarily Extend Participation in Cooperative Purchasing Programs on Existing Asphalt Contracts**
Re: Consideration to temporarily extend the existing Fiscal Year 2024-2025 asphalt contracts between the County of Tulare and Jaxon Enterprises, pending a finalized contract for Fiscal Year 2025-2026.

8. **Acceptance of Final Subdivision Map - Brookside, Phase 2 (Presidio JJR Brookside 110 LLC and Presidio JJR Laurelwood 110 LLC)**
Re: Consideration to approve the final subdivision map of Brookside, Phase 2, for the San Joaquin Valley Homes subdivision generally located north of Westfield Avenue, west of Lombardi Street.
9. **Intent to Schedule a Public Hearing to Consider Amendments to the City's Ordinance Regulating Unsafe and Unauthorized Camping and Storage of Personal Property**
Re: Consideration to set a public hearing for July 15, 2025, to consider adopting a draft ordinance amending Article VII of Chapter 18 of the Porterville Municipal Code regarding unauthorized camping.
10. **Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing**
Re: Consideration of draft Resolutions to order the preparation of and give approval to an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year; declaring the intent to levy and collect assessments; and scheduling a Public Hearing for July 15, 2025, at 6:30 P.M.
11. **Approval of Revised Community Civic Event - Communities of the Giant Sequoias - 2nd Annual Watermelon Festival - July 13, 2025**
Re: Consideration to approve the revised Community Civic Event application submitted by the Communities of the Giant Sequoias to hold the 2nd Annual Watermelon Festival on Sunday, July 13, 2025.
12. **Authorization for Street Closure - KJUG Concert**
Re: Consideration to authorize the street closures for the KJUG concert on June 27, 2025, from 3:00 - 9:00 p.m., on Main Street from Cleveland Avenue to Thurman Avenue and Cleveland Avenue from Main Street to the alley just east of Centennial Park.
13. **Annual State Senate Bill 1205 Fire Inspection Compliance Report**
Re: Consideration to adopt a draft resolution acknowledging receipt of the Fire Chief's Annual Report regarding the department's inspection of specific buildings and occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.
14. **Status and Review of Declaration of Local Flood Emergency**
Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts relative to flood event.

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

PUBLIC HEARINGS

15. **Status of Vacant Positions as Required by AB 2561**
Re: Conduct a public hearing and review the vacancy report in compliance with AB 2561.
16. **Public Health Goal Report**

Re: A Public Hearing to receive comments in regard to the City's Public Health Goal Report, which was established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA) and intended to inform the public of drinking water contaminants that exceed the Public Health Goal set by Cal-EPA.

17. Consideration of an Ordinance Designating Fire Hazard Severity Zones in the Local Responsibility Area

Re: Council to receive and review Fire Hazard Severity Zone maps and data from the State Fire Marshal (March 2025); acknowledge the materials were made available for public review within 30 days of receipt, and conduct the public hearing and consider the adoption of the attached model ordinance designating only Moderate Fire Hazard Severity Zones within the City's Local Responsibility Area.

18. Adoption of a Provisional Interim Budget for the First Quarter of Fiscal Year 2025-2026

Re: Conduct a public hearing and consider the adoption of a resolution approving a provisional interim budget by continuing the Fiscal Year 2024-2025 budget through the first quarter of Fiscal Year 2025-2026, covering the period from July 1, 2025, through September 30, 2025.

SCHEDULED MATTERS

19. Environmental Document Procurement Process

Re: Council to consider a deviation or change in the current City of Porterville CEQA Procurement Process and provide direction to staff.

20. Initiation of Comprehensive Review and Modernization of Article 305 – Signs of the Porterville Development Ordinance

Re: Council to initiate a comprehensive and expedited review of Article 305 – Signs of the Porterville Development Ordinance and give direction to form a staff-led working group to evaluate and recommend updates based on Council priorities, stakeholder input, and prior consultant review.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - June 4, 2025
2. Eastern Tule Groundwater Sustainability Agency - June 5, 2025
3. Tulare County Association of Governments (TCAG) - June 16, 2025

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 July 15, 2025, at 5:30 p.m.

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, requesting electronic participation as an accommodation, 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 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: 1. Water Conservation Phase IV Status Update - May 2025

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving water and providing flexibility to the community. As of October 1, 2024, the City has transitioned from Phase III to Phase IV of its Water Conservation Plan. The plan applies to all municipal water users within or outside the city limits.

The Phase IV plan decreases outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. and 10 a.m. and 5 p.m. and 10 p.m., with no watering allowed Monday through Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours of measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for May 2025 show that two notices of violations were issued for water waste, and no administrative citations were issued.

Water production for May 2025 shows a two percent (2%) decrease from the five-year average. The monthly production for May was 303 million gallons, which is a thirty-five percent (35%) decrease compared to May 2013, when it was 472 million gallons. Residential consumption for May 2025 was 113 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate

population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from May 2015 through May 2025. Porterville's cumulative total production conservation through May 2025 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from May 2015 through May 2025. Porterville's cumulative total GPCD conservation through April 2025 is twenty-five percent (25%).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of twenty-eight percent (28%) with an additional two percent (2%) reduction for climate adjustment, making the City's conservation standard twenty-six percent (26%). After reviewing the Water Board's Self-Certification criteria for drought impacts on water supplies, the City Council approved maintaining a self-imposed standard of twenty-six percent (26%). The continuation of the current conservation goal keeps a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, and meets the minimum twenty percent (20%) conservation standard defined in the City's Urban Water Management Plan, and assists the City in meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with preparedness to implement conservation standards as necessary. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards. On July 3, 2024, the State Water Resources Control Board adopted Resolution No. 2024-0019 to make Conservation a California Way of Life. Making Conservation a California Way of Life is a new way of managing urban water use. The State Water Board will consider a regulation that establishes unique efficiency goals for each Urban Retail Water Supplier in California and provides those suppliers with flexibility to implement locally appropriate solutions. As part of the state's all-of-the-above strategy to expand storage, develop new water supplies, and promote more efficient water use, this regulation seeks to cultivate long-term practices that help communities adapt to California's ongoing water challenges. The proposed regulation will lessen the need for the emergency water use reduction targets that were important in recent droughts. With this new resolution, there is a requirement to track indoor residential water use, which staff is currently in the process of implementing.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status May 2025
2. Monthly Production Status GPCD May 2025

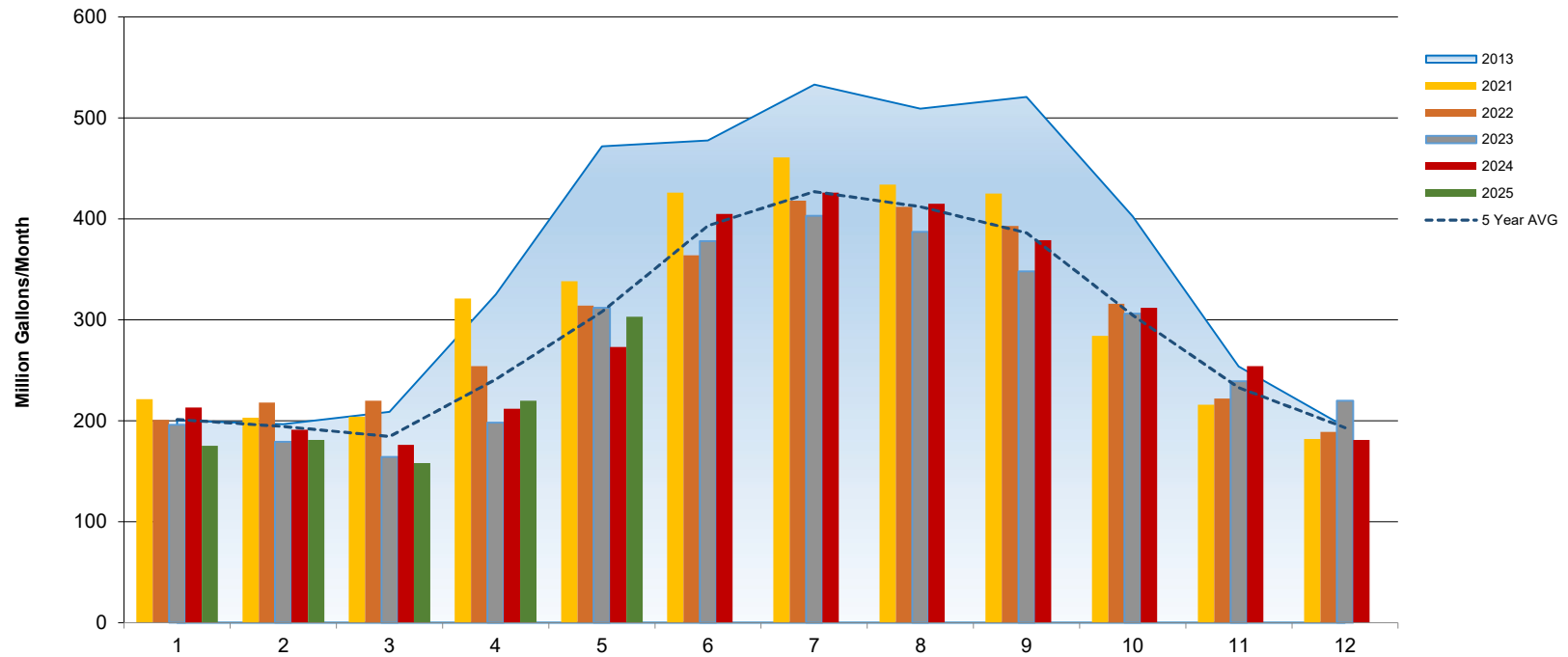
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager

**Monthly Production Status & Cumulative Total June 2015 Through
May 2025 Production Comparison to 2013 & 5 Year Average**

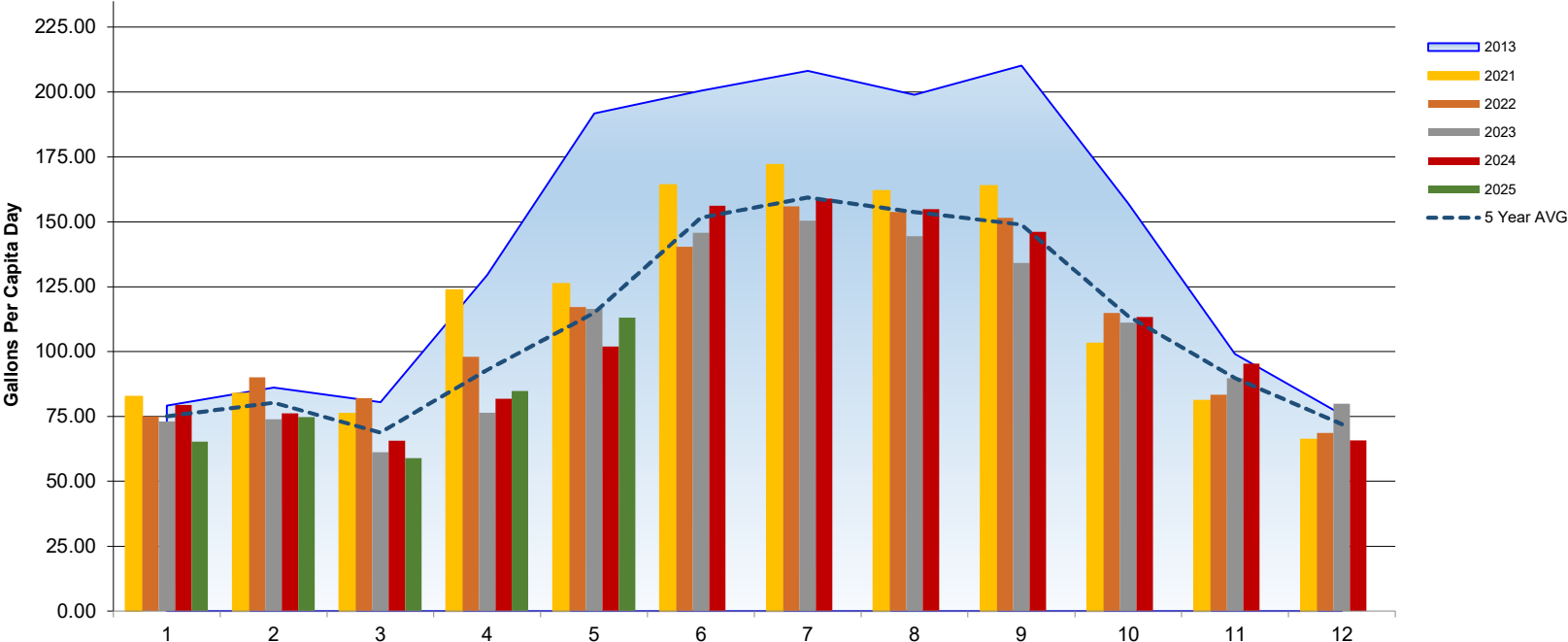


Production Cumulative Total 20%

2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%	-15%	-20%	-18%	-27%	-22%	-1%	-7%
2025	-17%	-8%	-24%	-32%	-35%							

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through May 2025 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 25%

		2021	0%	4%	-3%	-5.4%	-4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%
		2022	0%	-5%	4%	1.9%	-24%	-39%	-30%	-22%	-23%	-28%	-27%	-16%
		2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
		2024	0%	-12%	-18%	-37%	-47%	-22%	-24%	-22%	-30%	-28%	-4%	-13%
		2025	-13%	-13%	-28%	-34%	-41%							

Percent Comparison to 2013 Production



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: 2. Freedom Express Shuttle Service Update for Freedom Fest 2025

SOURCE: Parks and Leisure Services

COMMENT: On June 3, 2025, the City Council authorized the operation of a fare-free shuttle service, known as the Freedom Express, in support of the 2025 Freedom Fest event scheduled for Saturday, June 28. The service will run between the downtown Porterville Transit Center and the Porterville Sports Complex from 3:00 p.m. to 10:00 p.m., with shuttle departures every 40 minutes.

In response to Council direction during the June 3, 2025, meeting, staff identified and incorporated an additional stop at the existing transit location on the south side of the Lowe's parking lot. This location will provide a convenient alternative boarding area for attendees traveling from the west side of the city. The last shuttle will depart from the Transit Center at 7:40 p.m. and from the Lowe's stop at 7:50 p.m. The attached map provides a visual reference of the Lowe's stop location.

Staff will monitor ridership throughout the event and adjust vehicle deployment as needed to ensure all passengers are returned to their boarding location or nearest bus stop by the end of service. The total estimated labor cost for the event is approximately \$2,000, which will be covered at no cost to the City by the transit contractor, SM Transit, as a gesture of community support.

Additionally, in response to a Council inquiry, staff clarified that all passengers under the age of thirteen (13) will be required to be accompanied by a parent or responsible adult in order to board and ride the Freedom Express shuttle. This policy is consistent with the City's commitment to passenger safety and will be posted on-site and included in public communications leading up to the event.

RECOMMENDATION: This item is provided for informational purposes only. No action is required by the City Council.

ATTACHMENTS: 1. Freedom Express Lowe's Stop

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager



Rick's Automotive

Workers Compensation Attorney

Park View Village Apartments

Villa Robles

Mister Car Wash

Subway
BOGO 50% Footlongs at Subway®

Lowe's Pro Services

Lowe's Home Improvement

Starbucks

Carls Jr.
Order in The Carls Jr. App

Dutch Bros Coffee

Trinity Southern Baptist Church

Gateway Post Acute

Prieterville California

Scarlet Oak Ave

Shell

Layers

Google



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: 3. Strawn v. City of Porterville - Report by City Attorney Regarding Council Action to Consider Judgment Satisfied

SOURCE: City Attorney

COMMENT: This report provides an overview of the final disposition of the legal matter titled Strawn v. City of Porterville, which was handled by legal counsel assigned through the City's employment risk management authority (RMA). The case was resolved following a court ruling in the City's favor. As part of the post-judgment process, the City submitted a claim for reimbursement of certain litigation-related costs totaling \$9,036. On April 9, 2025, the court approved a reduced cost award in the amount of \$3,348.

Following the court's cost determination, legal counsel prepared an abstract of judgment but, at the request of the City Attorney's Office, held off on recording it pending City Council direction.

At its closed session meeting on June 3, 2025, the City Council voted 4-0-1 (with Councilmember Beltran abstaining) to consider the matter resolved and to not pursue further collection of the awarded litigation costs. These costs will be absorbed through the City's self-insured retention, and any applicable reimbursement to the RMA will be addressed administratively. With this action, the case is now considered closed and no additional legal proceedings are anticipated.

Attached is the Report/Memorandum by the City Attorney concerning the Council's action on the matter.

RECOMMENDATION: This item is provided for informational purposes only. No action is required by the City Council.

ATTACHMENTS: 1. Memo - Council Action to Consider Judgment Satisfied

Appropriated/Funded:

Review By:

Department Director:
Julia Lew, City Attorney

Final Approver: Richard Tree, Interim City Manager

MCCORMICK KABOT & LEW
MEMORANDUM

TO: Porterville City Council

FROM: Julia Lew, City Attorney 

DATE: June 9, 2025

SUBJ: Strawn v. City of Porterville
Report re Council Action to Consider Judgment Satisfied

The purpose of this memorandum is to report on action taken at the June 3, 2025 City Council Meeting (closed session).

This case was handled via special legal counsel appointed by the City's employment risk management authority, and the City prevailed in the case with a successful Motion for Summary Judgment. As is generally customary with any case where the City prevails, the City as the prevailing party is entitled to reimbursement of its legal costs from the other party. In this type of action, the City is generally NOT entitled to have the non-prevailing party also reimburse the City's attorney's fees, and that was the case here. The costs incurred by the City (excluding attorney fees but including filing fees, deposition costs, discovery and reporter/transcript costs) amounted to \$9,036, which were applied for confirmation by the court, and on April 9th the court adjusted those down to a cost bill of **\$3,348.00**.

The City's special legal Counsel notified our office that an abstract of judgment had been filed but had not yet been recorded, and I asked that he hold off pending potential further consideration and direction from the City Council.

During closed session at the June 3, 2025, City Council Meeting, the City Council took action to deem the judgment for the City satisfied, and directed the City to not engage in further efforts to collect the costs from Ms. Strawn. (4-0-1 with Councilmember Beltran abstaining.)

This office has contacted the City's special counsel and relayed the action taken. The City will cover its costs through its self-insured retention.

Thank you.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Approval of Draft Minutes of June 3, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of June 3, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of June 3, 2025.

ATTACHMENTS: 1. Draft Minutes of June 3, 2025

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 3, 2025, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member AJ Rivas, Council Member Stan Green, Council Member Raymond Beltran, Vice Mayor Ed McKervey, Mayor Greg Meister.

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - 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 Plaintiffs.

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

3 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager

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

City Attorney Lew reported that no reportable action had taken place during Closed Session.

The Pledge of Allegiance was led by Council Member Rivas.

Invocation – a member of the public came forward and gave an invocation.

PRESENTATIONS

Employee of the Month - Enrique Lara

Monache High School Critical Incident: School Staff and Public Safety Recognition

ORAL COMMUNICATIONS

- Sherri Shields, Porterville, voiced her concerns regarding the City's management of homelessness and associated funding.
- Kristy Martin, Porterville Chamber of Commerce, provided several updates and upcoming event announcements.

- Derrick Holt, Porterville, spoke of a recent electric bike accident, raised concerns about transportation access to the casino, and spoke about using cannabis for pain relief.

CONSENT CALENDAR

At the request of Mayor Meister, Item Nos. 5 and 6 were pulled for further discussion.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKervery that the City Council approve Items Nos. 1-4, and 7-20. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF MAY 20, 2025

Recommendation: That the Council approve the draft Minutes of May 20, 2025

Documentation: M.O. 01-060325

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE FARE COLLECTION EQUIPMENT AND MOBILE/DIGITAL FARE PAYMENT TECHNOLOGY

Recommendation: That the City Council:

1. Authorize the purchase of fourteen (14) fare boxes from Diamond Manufacturing for a total delivered cost of \$35,003.70, including sales tax;
2. Authorize the purchase of Token Transit's mobile and digital fare payment system at a total cost not to exceed \$114,406.25, including a ten percent contingency, for a three-year term;
3. Authorize the purchase of Branded Smart Cards from Token Transit at a total cost not to exceed \$43,700, including sales tax;
4. Authorize staff to advertise the sale of the existing validating fare boxes, using any revenue generated to offset project costs; and
5. Direct staff to continue participating in regional transit coordination efforts to support the long-term goal of a unified regional fare collection system.

Documentation: M.O. 02-060325

Disposition: Approved.

3. AUTHORIZATION TO ENTER INTO A FIVE-YEAR LEASE AGREEMENT WITH FLOCK SAFETY FOR FOUR ADDITIONAL AUTOMATED LICENSE PLATE READER (ALPR) CAMERAS

Recommendation: That the City Council:

1. Authorize the Police Department to enter into a co-termed five-year lease agreement with Flock Safety for the installation of four (4) additional ALPR cameras, increasing the total number of deployed cameras to sixteen (16), in the amount of \$60,000 over five years; and
2. Authorize the Chief of Police or designee to execute all necessary documents and make payments in accordance with the contractual terms.

Documentation: M.O. 03-060325

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS - MAIN STREET RECONSTRUCTION PROJECT, PHASE 2B (OLIVE AVE TO GARDEN AVE)

Recommendation: That the City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate surveying services with one of the firms as approved by Council MO #17-041525; and
4. Authorize the City Engineer to negotiate materials testing services with one of the firms as approved by Council MO #18-041525.

Documentation: M.O. 04-060325

Disposition: Approved.

7. TCAG SUPPLEMENTAL AGREEMENT FOR LITTER ABATEMENT PROGRAM

Recommendation: That the City Council:

1. Adopt the attached draft Resolution affirming support for the Litter Abatement Pilot program; and
2. Approve the attached Measure R Program Supplement to Cooperative Agreement with the Tulare County Association of Governments.

Documentation: Resolution No. 50-2025

Disposition: Approved.

8. AUTHORIZATION TO SCHEDULE A PUBLIC HEARING AND PRESENT VACANCY REPORT AS REQUIRED BY AB 2561

Recommendation: That City Council direct staff to schedule a Public Hearing on June 17, 2025, to review the vacancy report and receive public comment, in compliance with AB 2561.

Documentation: M.O. 05-060325

Disposition: Approved.

9. AUTHORIZATION TO EXECUTE FISCAL YEAR 2025 FEDERAL TRANSIT
ADMINISTRATION CERTIFICATIONS AND ASSURANCES

Recommendation: That the City Council:

1. Authorize the Interim City Manager and City Attorney to execute the Fiscal Year 2025 Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements; and
2. Authorize the Interim City Manager and City Attorney to electronically execute all necessary certifications and assurances in the FTA's Transit Award Management System (TrAMS) for Fiscal Year 2025.

Documentation: M.O. 06-060325

Disposition: Approved.

10. CONSIDERATION TO SET A PUBLIC HEARING FOR THE ADOPTION OF A
CONTINUANCE OF THE FISCAL YEAR 2024-2025 BUDGET FOR THE FIRST
QUARTER OF FISCAL YEAR 2025-2026

Recommendation: That the City Council set a public hearing for June 17, 2025, to consider
the adoption of a continuance of the Fiscal Year 2024-2025 budget for the
first quarter of Fiscal Year 2025-2026.

Documentation: M.O. 07-060325

Disposition: Approved.

11. CONSIDERATION TO SET A PUBLIC HEARING FOR THE 2025 PUBLIC HEALTH
GOAL REPORT

Recommendation: That the City Council direct staff to schedule a public hearing on June 17,
2025, to solicit comments on the 2025 Public Health Goal Report.

Documentation: M.O. 08-060325

Disposition: Approved.

12. INTENT TO SCHEDULE PUBLIC HEARING – 5-YEAR CDBG CONSOLIDATED PLAN
AND FY 2025/26 ACTION PLAN

Recommendation: That the City Council consider setting a public hearing for the next
regularly scheduled City Council meeting that allows for a 15-day public
comment period to receive input on the Community Development Block

Grant (CDBG) 5-Year Consolidated Plan and FY 2025/26 Annual Action Plan
in light of the revised entitlement allocation.

Documentation: M.O. 09-060325

Disposition: Approved.

13. CONSIDERATION TO SET A PUBLIC HEARING FOR THE ADOPTION OF AN
ORDINANCE DESIGNATING FIRE HAZARD SEVERITY ZONES IN THE LOCAL
RESPONSIBILITY AREA

Recommendation: That the City Council set a Public Hearing for June 17, 2025, to receive
public input and consider the first reading of an ordinance adopting the
Fire Hazard Severity Zone (FHSZ) map for the City's Local Responsibility
Area, as provided by the State Fire Marshal.

Documentation: M.O. 10-060325

Disposition: Approved.

14. APPROVAL OF COMMUNITY CIVIC EVENT - ST. ANNE'S PARISH - CORPUS
CHRISTI EUCHARISTIC PROCESSION - JUNE 21, 2025

Recommendation: That the City Council approve the Community Civic Event application
submitted by the St. Anne's Parish to hold the Corpus Christi Eucharistic
Procession on June 21, 2025, within St. Anne's Catholic Church
neighborhood, subject to restrictions and requirements contained in the
Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 11-060325

Disposition: Approved.

15. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF
COMMERCE - FLAG DAY CEREMONY - JUNE 14, 2025

Recommendation: That the City Council approve the Community Civic Event application
submitted by the Porterville Chamber of Commerce to hold the Flag Day
Ceremony on Saturday, June 14, 2025, subject to the requirements and
restrictions contained in the Application and Agreement, Exhibit A, and
Exhibit B.

Documentation: M.O. 12-060325

Disposition: Approved.

16. REQUEST FOR PROCLAMATION - FLAG DAY "UNITED UNDER ONE FLAG" - JUNE 14TH - JULY 4, 2025

Recommendation: That the City Council consider approval of the request to proclaim June 14th - July 4th, 2025, as "United Under One Flag" in the City of Porterville.

Documentation: M.O. 13-060325

Disposition: Approved.

17. APPROVAL OF STATE SENATE BILL 1 (SB1) PROJECT LIST FOR FISCAL YEAR 2025-2026

Recommendation: That the City Council:

1. Adopt the draft Resolution for the SB1 project list for FY 2025-2026;
2. Authorize the City Clerk to record the attached draft Resolution; and
3. Authorize staff to submit the project list package to the California Transportation Commission to secure the City's FY 2025-2026 RMRA apportionment.

Documentation: Resolution No. 51-2025

Disposition: Approved.

18. AUTHORIZATION OF OUT-OF-STATE TRAVEL FOR POLICE PERSONNEL

Recommendation: That the City Council authorize out-of-state travel for two Police Department personnel to Burlington, Wisconsin, for the final acceptance inspection of the police crime scene processing vehicle, purchased through LDV, Inc.

Documentation: M.O. 14-060325

Disposition: Approved.

19. CONSIDERATION OF CANCELLATION OF JULY 1, 2025, CITY COUNCIL MEETING

Recommendation: That the City Council cancel the regularly scheduled Council Meeting of July 1, 2025, due to its proximity to the Independence Day holiday.

Documentation: M.O. 15-060325

Disposition: Approved.

20. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

Documentation: M.O. 16-060325

Disposition: Approved.

PUBLIC HEARINGS

21. CONSIDERATION OF APPROVAL OF MODIFICATION NO. 2 OF CONDITIONAL USE PERMIT (PRC 2017-060-C) FOR TEMPLE OF PRAISE CHRISTIAN FELLOWSHIP

Recommendation: That the City Council:

1. Hold a public hearing and consider any public testimony concerning the proposed Modification No. 2 to Conditional Use Permit (Resolution 26-2018);
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15301 - Existing Facilities of the California Code of Regulations; and
3. Adopt the attached draft resolution approving Modification No. 2 to Conditional Use Permit (Resolution 26-2018).

Acting City Manager Michael Knight introduced the item and Community Development Director Claudia Calderon presented the staff report.

Mayor Meister opened the public hearing at 7:17 p.m. and closed the public hearing at 7:18 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Council Member Rivas that the City Council adopt a resolution approving modification No. 2 to Conditional Use Permit (Resolution 26-20218). The motion carried unanimously.

Documentation: Resolution No. 52-2025

Disposition: Approved.

SECOND READINGS

22. SECOND READING - ORDINANCE NO. 1910, AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE, "CANNABIS DISPENSARIES," MODIFYING HOURS OF OPERATION, PREMISES SECURITY, RESTRICTING DELIVERIES, REGULATING DRIVE-THROUGH OPERATIONS, AND ADDITIONAL MINOR CLARIFICATIONS.

Recommendation: That the City Council give Second Reading to Ordinance No. 1910, waive further reading, and adopt said Ordinance.

Acting City Manager Knight introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council give second reading to Ordinance No. 1910, waive further reading, and adopt said ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE, "CANNABIS DISPENSARIES", MODIFYING HOURS OF OPERTAION, PREMISES SECURITY, RESTRICTING DELIVERIES, REGULATING DRIVE-THROUGH OPERATIONS AND ADDITIONAL MINOR CLARIFICATIONS.

AYES: Rivas, Green, McKervery, Meister

NOES: Beltran

ABSTAIN: None

ABSENT: None

Documentation: Ordinance No. 1910

Disposition: Approved.

23. SECOND READING - ORDINANCE NO. 1911, AMENDING CHAPTER 21, SERIES 200 AND 300 OF PORTERVILLE MUNICIPAL CODE, ADDING "CANNABIS DISPENSARIES" AS A PERMITTED USE IN THE CG GENERAL COMMERCIAL ZONE DISTRICT AND MAKING MINOR TYPOGRAPHICAL CORRECTIONS

Recommendation: That the City Council give Second Reading to Ordinance No. 1911, waive further reading, and adopt said Ordinance.

Acting City Manager Knight introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council give second reading to Ordinance No. 1911, waive further reading, and adopt said ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21, SERIES 200 AND 300 OF THE PORTERVILLE MUNICIPAL CODE, ADDING "CANNABIS DISPENSARIES" AS A PERMITTED USE IN THE CG GENERAL COMMERCIAL ZONE AND MAKING MINOR TYPOGRAPHICAL CORRECTION.

AYES: Rivas, Green, McKervery, Meister

NOES: Beltran

ABSTAIN: None
ABSENT: None
Documentation: Ordinance No. 1911
Disposition: Approved.

SCHEDULED MATTERS

24. CONSIDERATION OF APPOINTMENT TO THE ARTS COMMISSION

Recommendation: That the City Council consider the appointment of George Albanez to the City's Arts Commission for a term set to expire in July 2026, and direct staff to continue to solicit individuals to serve.

Acting City Manager Knight introduced the item, and Administration Director Yuliana Andrade presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Green that the City Council appoint George Albanez to the City's Arts Commission for a term set to expire in July 2026, and accept the submission of a Request for Appointment from Jackie Buttice and appoint Ms. Buttice to a term set to expire in July 2028. The motion carried unanimously.

Documentation: M.O. 17-060325
Disposition: Approved.

25. CONSIDERATION OF UPDATES TO UNAUTHORIZED CAMPING REGULATIONS AND POLICIES, INCLUDING THE DEVELOPMENT AND IMPLEMENTATION OF A REUNIFICATION PROGRAM FOR INDIVIDUALS EXPERIENCING HOMELESSNESS

Recommendation: That the City Council:

1. Review and provide direction on the draft ordinance amending Article VII of Chapter 18 of the Porterville Municipal Code regarding unauthorized camping;
2. Consider the policy concept of a reunification program to assist individuals experiencing homelessness reconnect with support networks; and
3. Direct staff to prepare a draft resolution and program implementation plan for future Council consideration, if supported.

Acting City Manager Knight introduced the item and City Attorney Julia Lew presented the staff report.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Mayor Meister that the City Council approve the draft ordinance amending Article VII of Chapter 18 of the Porterville Municipal Code related to unauthorized camping. The motion carried unanimously.

Documentation: M.O. 18-060325

Disposition: Approved.

5. AWARD OF CONTRACT FOR THE TRANSIT CENTER RENOVATION PROJECT

Recommendation: That the City Council:

1. Award the Transit Center Renovation Project to Sage Construction & Development LLC in the amount of \$120,590.47;
2. Authorize a 10% contingency in the amount of \$12,059.05, for a total project budget of \$132,649.52;
3. Authorize the Transportation Director or designee to prepare a purchase order, subject to final review by the City Attorney; and
4. Authorize staff to issue a Notice to Proceed upon issuance of the purchase order and receipt of required bonds and insurance.

Acting City Manager Knight introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council award the Transit Center Renovation Project to Sage Construction & Development LLC in the amount of \$120,590.47, authorized a 10% contingency in the amount of \$12,059.05, for a total project budget of \$132,649.52. The motion carried unanimously.

Documentation: M.O. 19-060325

Disposition: Approved.

6. AUTHORIZATION TO OPERATE A FARE FREE SHUTTLE TO THE FREEDOM FEST ON JUNE 28, 2025

Recommendation: That the City Council authorize staff to operate a fare free shuttle route to and from the Transit Center and Sports Complex from 3:00 p.m. to 10:00 p.m. on June 28, 2025, to provide alternative transportation to the Freedom Fest.

Acting City Manager Knight introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Council Member Rivas that the City Council authorized staff to operate a fare free shuttle route to and from the Transit Center and Sports Complex from 3:00 p.m.

to 10:00 p.m. on June 28, 2025, and provided direction to staff to gather and present more details about routes and minor ridership at a later time. The motion carried unanimously.

Documentation: M.O. 20-060325

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Task Force on Homelessness - May 21, 2025

Council Member Rivas reported on the approval of meeting minutes, the adoption of the Pathway House Plan, a presentation on HAP 6 funding, and a report from the Tulare River Housing Authority.

3. Eastern Tule Groundwater Sustainability Agency - May 23, 2025

Council Member Green stated that all discussion and actions took place in Closed Session, and there was nothing to report out.

4. Tulare County Economic Development Corp. (TCEDC) - May 28, 2025

Community Development Director Claudia Calderon reported on the approval of meeting minutes and April financials, a presentation by Southern California Edison, the TCEDC annual report, and noted that some upcoming reports were deferred.

5. Flag Day Committee - June 3, 2025

Mayor Meister announced that the Flag Day event will take place on June 14 at Grocery Outlet. The ceremony will feature a fire truck ladder lowering the old flag and raising the new one. Assemblywoman Alexandra Macedo is scheduled to be the guest speaker, and flag jumpers carrying American flags will participate. Mayor Meister requested that the city's social media channels help promote the event.

ORAL COMMUNICATIONS

- Sherri Shields, Porterville, advocated for improved homeless services, offering observations and recommendations.

OTHER MATTERS

- Council Member Beltran praised the recent Memorial Day service at Hillcrest, recognized the Military Banner ceremony featuring the Monache band and local youth, apologized for missing Mother's Day recognition, wished everyone a Happy Father's Day, commended the public recognition of first responders and those involved in the Monache High School incident, and urged the community to keep the suspect in their prayers.
- Vice Mayor McKervery praised the Military Banner ceremony and Memorial Day service, reported on the spillway dedication, shared heartfelt reflections from the funeral of longtime community leader Kelly West, and concluded by honoring West's legacy, announcing the city flag would be flown at half-staff for a week in his memory.

- Mayor Meister expressed support for a protest against a biological male winning girls' track medals at the CIF Championships; met with Huntington Beach officials to discuss forming a statewide Alliance of Charter Cities; praised the Military Banner ceremony and Memorial Day service; expressed sadness over the removal of a memorial fig tree dedicated to fallen firefighters and thanked those who replaced it with flowers; highlighted the spillway expansion ribbon-cutting; celebrated progress on Grand Avenue reconstruction; and strongly supported the No Camping Ordinance, citing public safety concerns and damage caused by encampments, urging continued firm action to protect Porterville.
- Acting City Manager Michael Knight expressed deep appreciation for city staff and community members, praising their dedication and swift response during times of need. He thanked public safety personnel for their ongoing efforts, acknowledged the community's resilience, and closed by thanking the council for their service and the opportunity to serve alongside them.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 8:23 p.m. to the meeting of June 17, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Authorization to Purchase Water and Streets Division Fleet Vehicles

SOURCE: Public Works

COMMENT: As part of the City's continued commitment to maintaining and improving essential public infrastructure, staff is recommending the purchase of two fleet vehicles that support the operations of the Water and Streets Divisions. These vehicle acquisitions were originally scheduled in 2020 but were delayed due to supply chain disruptions and escalating equipment and fabrication costs. Updated quotes have now been secured through the State of California's competitive procurement program, providing the most cost-effective and efficient path forward.

The first vehicle, a Fire Hydrant Testing Service Truck, will support the City's water system maintenance operations by enabling staff to conduct accurate pressure and flow testing throughout the distribution network. This specialized truck, based on a Ford F-450 chassis, includes a custom maintenance service bed. The total estimated cost is \$122,190, which includes \$64,439 for the cab and chassis and \$55,997 for the custom maintenance bed. Funding for this purchase is available through the Water Enterprise Fund.

The second vehicle is a Flatbed Service Truck that will enhance the City's ability to respond to routine and emergency street maintenance needs. This vehicle, also based on a Ford F-450 chassis, includes a custom flatbed outfitted with a crane. The total estimated cost is \$112,000, comprised of \$64,439 for the cab and chassis and \$42,000 for the flatbed and crane. This purchase will be funded through Measure I – Streets.

Both vehicles will be acquired using California State Contract No. 1-22-23-20F for fleet vehicles. This contract ensures compliance with state purchasing guidelines and provides the City with access to pre-negotiated pricing. In accordance with the City's Purchasing Policy and Procedure Manual, as amended by City Council Resolution No. 122-87, staff recommends that the City Council authorize the purchases of the cab and chassis by negotiation from the 2024/2025 fiscal year budget, fund the fabrication of the vehicle beds from the 2025/2026 budget and allow payment upon satisfactory delivery.

RECOMMENDATION:

That the City Council:

1. Authorize the purchase by negotiation of one Fire Hydrant Testing Service Truck in the amount of \$122,190 to be funded from the Water Enterprise Fund;
2. Authorize the purchase by negotiation of one Flatbed Service Truck for the Streets Division in the amount of \$112,000 to be funded from Measure I – Streets; and
3. Authorize both purchases to be made pursuant to California State Contract No. 1-22-23-20F for fleet vehicles, and authorize payment upon satisfactory delivery and fabrication of the equipment.

ATTACHMENTS:

1. Reso 122-87_10-20-87

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. 122-87

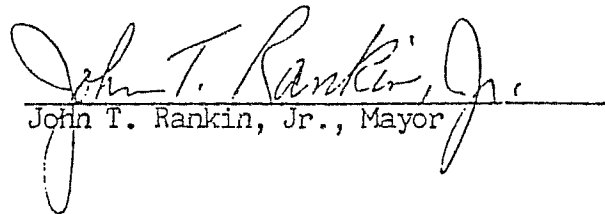
AUTHORIZING AN AMENDMENT TO THE PURCHASING
POLICY AND PROCEDURES MANUAL OF THE CITY OF
PORTERVILLE.

WHEREAS, the City Council has found that it is in the
best interest of the City that occasional purchases be made by
negotiation with prior Council approval.

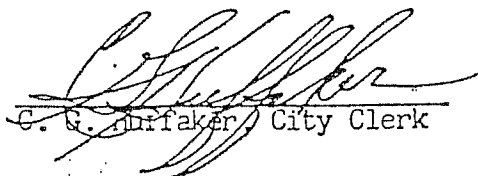
NOW, THEREFORE, BE IT RESOLVED that the Purchasing Policy
and Procedures Manual of the City of Porterville is amended by
adding the following section:

Section 2.4.1 NEGOTIATED PURCHASES

Upon receiving prior approval of the City Council,
procurement by negotiation may be used in lieu of Formal
Contract Procedures when market characteristics of the
needed product or equipment is not conducive to the
sealed bid procedure or when it is deemed to be the most
economical method and best serves the interests of
the City.


John T. Rankin, Jr., Mayor

ATTEST:


C. G. Hufaker, City Clerk



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Authorization of Emergency Expenditure Process for Replacement of Air Conditioner and Boiler at the Police Department

SOURCE: Engineering and Project Management

COMMENT: The Police Department, located at 350 N D Street, is experiencing a failure of its air conditioning and heating system. The building houses the City's 9-1-1 dispatch and related equipment that must maintain temperature control in order to protect said equipment and ensure continued emergency response. It is also important to note that per OSHA Section III, Chapter 2, Subsection V, it is recommended that internal temperature control be provided in the range of 68-76 degrees Fahrenheit by cooling and/or heating. Should internal temperatures reach 82 degrees Fahrenheit, then heat illness prevention measures must be employed per the California Code of Regulations, Title 8, Section 3396; this is especially important as public safety personnel wear layers of clothing and protective gear that restricts their bodies' ability to remove heat.

The existing air conditioning and heating system includes a sixty (60) ton unit and a boiler. Installation of a unit of this size is limited to those who are certified to do so by the manufacturer. The manufacturer of the system at the Police Department, Trane Commercial, shared that there are only two companies in our area authorized to replace their units; BMI Mechanical or American Refrigeration. Staff reached out to both companies in an attempt to obtain quotes for the replacement, but only BMI Mechanical responded. BMI Mechanical scheduled a site visit and evaluation and has provided a quote for the needed replacements. The quote for the air conditioning portion of the work is \$269,373, and the quote for the boiler portion of the work is \$55,248 for a total of \$324,621.

Funding for this work is available in the General Fund Reserve Deferred Maintenance funds.

RECOMMENDATION: That the City Council:

1. Ratify the determination that utilizing the emergency process for the air conditioning and heating system replacement at the

Item No. 3.

Police Department meets the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;

2. Approve the draft resolution authorizing the appropriation of funds from the General Fund Reserve Deferred Maintenance fund;

3. Direct the Finance Director to initiate a Purchase Order to BMI Mechanical in an amount not to exceed \$357,083 (inclusive of a 10% contingency); and

4. Direct the Finance Director to make payment to BMI Mechanical upon receipt of invoices approved by the Engineering & Project Management Director.

ATTACHMENTS:

1. Municipal Code 2-38 Emergency ExpendituresAppropriations
2. Draft Resolution
3. Quote - 60 Ton Unit
4. Quote - 650K Boiler

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Yuliana Andrade, Administrative Services Director

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)

RESOLUTION NO. _____ - 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND RESERVE DEFERRED
MAINTENANCE TO FUND THE REPLACEMENT OF THE AIR CONDITIONING AND HEATING
SYSTEM AT THE POLICE DEPARTMENT**

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance Fund for the exclusive purpose of providing funds to support onetime city facility deferred maintenance and/or equipment replacement costs such as HVAC units; and

WHEREAS: The replacement of the heating and cooling system at the Police Department is paramount to protecting the 9-1-1 equipment located in the facility; and

WHEREAS: OSHA Section III, Chapter 2, Subsection V, recommends internal temperature control by provided in a range of 68-76 degrees Fahrenheit; and

WHEREAS: California Code of Regulations, Title 8, Section 3396 requires the implementation of heat illness prevention measures should the internal temperatures reach 82 degrees Fahrenheit; and

WHEREAS: The layers of clothing and protective gear worn by public safety personnel restricts their bodies; ability to remove heat.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the replacement of the air conditioning and heating system at the Police Department is within the intent and purpose of the Facility Deferred Maintenance Fund; and
- 2.
3. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$357,083 from the Facility Deferred Maintenance Fund for the replacement of the air conditioning and heating system.

PASSED, APPROVED and ADOPTED this 17th day of June, 2025.

ATTEST:

Richard Tree, Interim City Clerk

Greg Meister, Mayor

By: _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk

June 13, 2025

City of Porterville
350 North D St.
Porterville, CA 93257

ATTN: Sarah Weaver

RE: Proposal PP13183 Replace (1) Trane 60-Ton Rooftop AC Unit serving the Porterville Police Department

Dear Sarah:

BMI Mechanical, Inc. is pleased to present this proposal for the above referenced work, per your request. This project proposal addresses replacing (1) 60-Ton package AC system located on the Porterville Police Station rooftop. This system features the next-generation R-454B refrigerant, delivering superior performance with a lower environmental impact.

The equipment's estimated delivery time is 12-14 weeks from the time factory order is submitted.

Scope of Work:

1. Provide and install one (1) 60-ton Trane package AC unit.
2. Remove and dispose of old equipment as per EPA guidelines offsite.
3. Provide and install fusible disconnect and fittings as per mechanical code.
4. Provide licensed crane service for setting and removal of equipment.
5. Connect equipment to existing controls and condensate management system.
6. Obtain mechanical installation permits from the City of Porterville.
7. Start, test, and place new equipment into service.

Clarifications and Exclusions:

1. All work is quoted as prevailing wage and assume full access to the work areas and system controls as required.
2. Diagnosis of system controls, dampers, or automation are excluded from this scope of work.
3. In the event of unforeseen supplier cost increases (e.g. tariffs, taxes, regulatory changes), BMI will make every effort to absorb the additional costs, but reserves the right to adjust pricing accordingly, both before and after proposal approval.
4. Any delays caused by others beyond our control will be billed at applicable time & material rates as an extra to the agreement.
5. Any additional work beyond as noted above is excluded.
6. Please refer to Terms & Conditions page for additional items.

Price for the above Scope of Work:

\$269,373.00

Two-hundred sixty-nine thousand, Three hundred and Seventy-three dollars and Zero cents

Payment Terms: 40% Down and Balance upon completion.

This proposal is valid for thirty (30) days and is subject to approval thereafter.

Please contact me at (559) 308-2525 or robert.tiffany@bmimechanical.com with any questions. To proceed, please complete the following approval page and return a copy via e-mail.

Thank you for the opportunity to be of service to the City of Porterville.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Tiffany", with a stylized flourish at the end.

Robert Tiffany
Project Sales Representative

BMI Mechanical, Inc. • BMI-PacWest, Inc.
PROJECT APPROVAL FORM

Please complete all sections and return to Robert.Tiffany@bmimechanical.com

BMI Proposal #: PP13183	Total Amount Approved: \$269,373.00
Customer Approval Signature:	
Customer Approval Name:	
Customer Approval Title:	
Purchase Order #:	
Job Site Name:	
Job Site Address:	
Billing Entity Name:	
Billing Address:	
Billing Contact Name:	
Billing Phone / Email:	
Special Billing Instructions:	

Payments:

BMI Mechanical, Inc. • BMI-PacWest, Inc.
P.O. Box 279, Tulare CA 93275
(559) 688-7571, ar@bmimechanical.com

BMI Mechanical, Inc. • BMI-PacWest, Inc.
TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Any delays caused by others beyond our control may be billed at our standard labor and material rates as an extra to this agreement. If work is delayed more than 180 days beyond our control, Contractor has the right to cancel the job and bill Customer for any costs incurred at standard labor and material rates.
3. If Customer delays equipment purchase or start of work into a new calendar year, Customer may be billed for any increases to labor or equipment costs.
4. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
14. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

June 13, 2025

City of Porterville
350 North D St.
Porterville, CA 93257

ATTN: Sarah Weaver

RE: Proposal PP13182 Replace (1) 650,000 BTU Boiler Serving the Porterville Police Department

Dear Sarah:

BMI Mechanical, Inc. is pleased to present this proposal for the above referenced work, per your request. This project proposal addresses replacing (1) 650,000 BTU Boiler. The new equipment provides reliable performance with a new 97% efficiency unit.

Scope of Work:

1. Provide and install (1) 650K BTU Boiler.
2. Remove and dispose of old equipment as per EPA guidelines offsite.
3. Reroute existing gas line to the new equipment with sediment trap as per mechanical code with new gas flex and fittings.
4. Reroute the piping from existing water loop to fit the new equipment layout.
5. Reroute the condensation drain and install a condensate neutralizer.
6. Provide and install new ventilation flue pipe to serve the new boiler efficiency requirements per mechanical code.
7. Start, test, and put new units into service.

Clarifications and Exclusions:

1. All work is quoted as prevailing wage and assume full access to the work areas as required.
2. In the event of unforeseen supplier cost increases (e.g. tariffs, taxes, regulatory changes), BMI will make every effort to absorb the additional costs, but reserves the right to adjust pricing accordingly, both before and after proposal approval.
3. Any delays caused by others beyond our control will be billed at applicable time & material rates as an extra to the agreement.
4. Any additional work beyond as noted above is excluded.
5. Please refer to Terms & Conditions page for additional items.

Price for the above Scope of Work:

\$55,248.00

Fifty-five thousand, Two hundred and Forty-eight dollars and Zero cents

Payment Terms: 40% Down and Balance upon completion.

This proposal is valid for thirty (30) days and is subject to approval thereafter.

Please contact me at (559) 308-2525 or robert.tiffany@bmimechanical.com with any questions. To proceed, please complete the following approval page and return a copy via e-mail.

Thank you for the opportunity to be of service to the City of Porterville.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Tiffany", with a stylized flourish at the end.

Robert Tiffany
Project Sales Representative

BMI Mechanical, Inc. • BMI-PacWest, Inc.
PROJECT APPROVAL FORM

Please complete all sections and return to Robert.Tiffany@bmimechanical.com

BMI Proposal #: PP13182	Total Amount Approved: \$55,248.00
Customer Approval Signature:	
Customer Approval Name:	
Customer Approval Title:	
Purchase Order #:	
Job Site Name:	
Job Site Address:	
Billing Entity Name:	
Billing Address:	
Billing Contact Name:	
Billing Phone / Email:	
Special Billing Instructions:	

Payments:

BMI Mechanical, Inc. • BMI-PacWest, Inc.
P.O. Box 279, Tulare CA 93275
(559) 688-7571, ar@bmimechanical.com

BMI Mechanical, Inc. • BMI-PacWest, Inc.
TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Any delays caused by others beyond our control may be billed at our standard labor and material rates as an extra to this agreement. If work is delayed more than 180 days beyond our control, Contractor has the right to cancel the job and bill Customer for any costs incurred at standard labor and material rates.
3. If Customer delays equipment purchase or start of work into a new calendar year, Customer may be billed for any increases to labor or equipment costs.
4. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
14. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Reimbursement for Transportation Improvements (Store-It at Gibbons Avenue and Jaye Street)

SOURCE: Engineering and Project Management

COMMENT: The developer of the new facility at the corner of Gibbons Avenue and Jaye Street, Storeit LLC, is requesting reimbursement for the cost of asphalt pavement improvements per City Standards along a portion of the north side of Gibbons Avenue and the east side of Jaye Street. Due to conditions of the existing pavement, it is necessary that a three-inch (3") overlay be completed to help smooth the transitions in the wheel paths of the project area. Overlay work is typically completed by City crews at the City's expense; the contractor completing the work at this time relieves City staff of that burden and improves the area for the tenant of the new development and residents in the area.

The quote is provided by Dayco Construction, Inc. (the contractor for the development, who is qualified to do the work and already mobilized) for costs associated with the proposed asphalt pavement and concrete improvements in the amount of \$72,360. Staff and the developer both agree that the quote is acceptable. Measure I funds would be used as the source of funding.

RECOMMENDATION: That the City Council:

1. Accept the transportation improvements related to the Storeit LLC project; and
2. Approve reimbursement to Dayco Construction, Inc in a total amount not to exceed \$79,596 (inclusive of a 10% contingency).

ATTACHMENTS: 1. Dayco Construction Quote

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Yuliana Andrade, Administrative Services Director



Mr. Javier Sanchez
City of Porterville
291 N Main Street
Porterville Ca. 93257

June 10, 2025

Re: Porterville Storage Facility
Bldg. Permit #BLDCO724-0363

Dear Javier,

Thank you for taking the time to meet with owner Wayde Elliott, Logan Couch and myself to discuss the building impact fees regarding our project. As requested, I have included a cost breakdown for off-site improvements for the new facility located at 310 Gibbons Ave in Porterville as follows:

- 13,836 sq.ft. of 4" AC over 14" of Class 11 base rock -----\$ 190,884
- Grind 15,896 SF @ 3" and cap (Prevailing wage rate)-----\$ 72,360
- 1,295 LF of curb and gutter-----\$ 93,296
- Testing-----\$ 5,600
- Traffic Control-----\$ 13,440
- Landscaping-----\$ 110,400
- (4) Street lights -----\$ 33,600

Total cost for all items listed above for the sum of -----\$ 519,580

OH&P 15 % \$ 77,937

Total \$ 597,517

Privacy fencing and gates-----\$ 147,389

Please don't hesitate to contact me if you have any questions,

Respectfully,

Gary Day



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Authorization to Renew the Agreement between the City of Porterville and the Tulare County Sheriff's Office Work Alternative Program

SOURCE: Parks and Leisure Services

COMMENT: The Tulare County Sheriff's Office Work Alternative Program (SWAP) reduces jail overcrowding by providing an alternative to incarceration. Judges can sentence non-violent offenders (charged with DUI or other traffic offenses) to SWAP. This allows them to perform community service instead of serving time. SWAP provides free manual labor to municipalities, government agencies and non-profit organizations. Simultaneously, offenders learn transferrable work skills and gain experience in manual labor.

The City of Porterville has accepted SWAP workers for many years. Supervised by Parks Maintenance Workers, SWAP crews perform a variety of duties such as weed abatement, picking up trash, and light grounds maintenance. The added support to City staff by SWAP workers has proven to be a valuable asset to the City. The Agreement between the City of Porterville and Tulare County for the Sheriff's Office Work Alternative Program is up for renewal and City staff recommend that the City continue this partnership. At its meeting on May 1, 2025, the Parks and Leisure Services Commission voted unanimously to also recommend the agreement renewal between the City and Sheriff's office for the SWAP program.

RECOMMENDATION: That the City Council authorize renewal of the Agreement between the City of Porterville and Tulare County for the Sheriff's Office Work Alternative Program contingent upon review by the City Attorney.

ATTACHMENTS: 1. SWAP Agreement

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

**COUNTY OF TULARE SHERIFF'S OFFICE
WORK ALTERNATIVE PROGRAM SERVICES AGREEMENT WITH
CITY OF PORTERVILLE**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE SHERIFF'S OFFICE**, ("COUNTY"), and the **CITY OF PORTERVILLE**, ("CITY"). COUNTY and CITY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The Tulare County Board of Supervisors (BOS) authorized the Tulare County Sheriff's Office (COUNTY) to establish a Sheriff's Work Alternative Program (SWAP) as provided in California Penal Code §4024.2. Under SWAP, qualified offenders ("Participants") committed to a County correctional facility for no more than ninety days may volunteer to work under the SWAP in lieu of confinement in a correctional facility.
- B. CITY desires to utilize Participants in accordance with California Penal Code §4024.2.
- C. Such work shall consist of labor to improve or maintain levees or public facilities, including, but not limited to, streets, parks and schools, and manual labor in support of certain nonprofit organizations as approved by the Sheriff.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of _____ and expires at 11:59 PM on June 30, 2030, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: See Exhibit A

INSURANCE: The attached Exhibit B outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit B cannot be used to reduce limits available to COUNTY as an additional insured from CITY'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnifications provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CITY fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement and may terminate this Agreement in accordance with the provisions of paragraph 7.

4. COMPLIANCE WITH LAW: CITY shall comply with all applicable Federal, State, and local laws, regulations and directives.

5. RECORDS AND AUDIT: CITY shall maintain complete and accurate records with respect to its performance under this Agreement. All such records shall be clearly

identified, and shall be kept readily accessible. Upon request, CITY shall make such records available to the COUNTY, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

6. INDEMNIFICATION:

(a) To the fullest extent permitted by law, CITY must indemnify, defend (at CITY'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CITY with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CITY, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, CITYs, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CITY'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CITY'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CITY'S duty to indemnify. CITY shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CITY of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CITY by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CITY are responsible for the Claim does not relieve CITY from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CITY asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CITY may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CITY'S

indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CITY'S liability for indemnification under this Agreement is in addition to any liability CITY may have to COUNTY for a breach by CITY of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CITY'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CITY must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

7. TERMINATION: The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: Either party shall have the right to terminate this Agreement without cause by giving the other party THIRTY (30) days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five days of written notice specifying the breach. If the breach is not remedied within that five-day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a five-day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents

to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

(c) Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

8. ENTIRE AGREEMENT REPRESENTED: 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.

9. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

10. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff's Office, Work Alternative Program
3600 Road 112
Visalia, CA 93291
(805)735-1931

With a copy to:

Tulare County Sheriff's Office, Detentions Division Commander
833 S. Akers Street
Visalia, CA 93277
(559) 802-9440

And

Tulare County Sheriff's Office Fiscal Manager
833 S. Akers Street
Visalia, CA 93277
(559) 802-0449

And

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
(559) 636-5005

CITY:

City of Porterville
291 North Main Street
Porterville, CA 93257
(559) 782-7499

(b) Notice personally delivered is effective when delivered. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

16. CONSTRUCTION: 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.

17. NO THIRD PARTY BENEFICIARIES INTENDED: 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.

18. WAIVERS: 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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

19. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or 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.

21. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

22. ASSIGNMENT /SUBCONTRACTING: Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by CITY without the prior written consent of COUNTY.

23. ASSURANCES OF NON-DISCRIMINATION: CITY must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CITY and COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CITY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. COUNTY, in its sole discretion, has the right to require CITY to replace any employee who provides services of any kind to COUNTY under this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. COUNTY'S right to require replacement of employees under this section does not preclude COUNTY from terminating this Agreement with or without cause as provided for under this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Pete Vander Poel, Chair, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Template approved as to form by
County Counsel on May 13, 2025
Matter # 2025563

Exhibit A
Scope of Services

1. **PARTICIPATION:** Subject to availability, COUNTY shall provide Participants to perform manual labor as authorized by Penal Code §4024.2 for a minimum of 8 and a maximum of 10 hours each work day.
2. CITY and COUNTY shall comply with the Rules and Regulations of Penal Code §4024.2.
3. **SUPERVISION:** At its own expense, CITY shall be solely responsible to supervise and control all Participants provided under this Agreement. CITY shall avoid contact between Participants and members of the public, City employees and volunteers, except as may be necessary to assure safety and quality of the work to be accomplished. Participants shall only be supervised by CITY employees. CITY shall employ sufficient numbers of such individuals to permit constant and effective supervision of all Participants assigned to SWAP at any one time. SHERIFF may conduct job site inspections to verify that proper supervision is being utilized, and may immediately terminate this Agreement and suspend CITY's use of Participants if the SHERIFF finds violations of this Section or of any other term and/or condition of this Agreement. SHERIFF's determination of such a violation shall be final and binding upon CITY.
4. **MATERIALS, SUPPLIES, ETC.:** At its own expense, CITY shall supply all materials, supplies, equipment and tools that may be required to accomplish the work to be performed by Participants.
5. **SAFETY:** At its own expense, CITY shall provide necessary safety equipment, including, but not limited to, any safety equipment required by any Federal, State or local law, rule or regulation. CITY shall maintain a safe working environment at all times, which shall include placement and maintenance of appropriate safety warning signs and proper traffic control. CITY shall also provide safety instructions, whenever necessary or prudent, and shall appropriately interpret such instructions to the Participants under its supervision.
6. **TRANSPORTATION:** At its own expense, CITY shall provide appropriate, safe, and secure transportation for all Participants between job sites. Participants shall not be permitted to operate vehicular equipment at any time.
7. **WORKERS' COMPENSATION:** For purposes of Workers' Compensation laws, insofar as Participants could be considered employees under such laws, they shall be considered employees of the CITY and not of the COUNTY. CITY shall maintain workers' compensation insurance as required by law and as described in this Agreement.

Exhibit B

Insurance Requirements

CITY shall provide and maintain insurance for the duration of this Agreement against claims injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CITY, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 per occurrence for bodily injury, personal injury and property damage (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to the subject of this agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CITY must submit endorsements to the General Liability reflecting the following provisions:
 - a. The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.
 - b. For any claims related to this project, the CITY's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CITY's insurance and shall not contribute with it.

c. Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.

d. *CITY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CITY may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CITY, its employees, agents and subcontractors. CITY waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CITY shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CITY, and represent the following:

(mark **X** if applicable)

☐ Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name: _____ Date: _____

Contractor Name: _____

Signature: _____



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Approval of Ground Lease Agreements with Porterville Unified School District for Lot 9 and Lot 10 at Porterville Municipal Airport

SOURCE: City Manager's Office

COMMENT: Porterville Unified School District (PUSD) is in the process of acquiring two aircraft hangars located on Lot 9 and Lot 10 at the Porterville Municipal Airport from Arrow Falcon, Inc. The acquisition supports PUSD's expansion of its Career Technical Education (CTE) programs to include aviation instruction and hands-on training in aviation technology and operations.

To support this initiative, the City has prepared revised Ground Lease Agreements for both lots. The leases are structured as 30-year agreements and will become effective upon the close of escrow on PUSD's purchase of the hangars. Until that time, no leasehold interest will be transferred.

The agreements have been updated to reflect educational use, comply with City Charter Section 68, and include standard provisions regarding maintenance, insurance, and compliance with applicable regulations. The lease agreements reflect a mutual investment in aviation education and workforce development for Porterville youth. Execution of these leases will provide PUSD with a stable, long-term presence at the airport and help position the City as a regional hub for technical and vocational aviation instruction.

RECOMMENDATION: That the City Council:

1. Approve the Ground Lease Agreement with Porterville Unified School District for Lot 9 at the Porterville Municipal Airport, contingent upon the close of escrow on the purchase of the existing hangar located on said lot;
2. Approve the Ground Lease Agreement with Porterville Unified School District for Lot 10 at the Porterville Municipal Airport, contingent upon the close of escrow on the purchase of the existing hangar located on said lot; and
3. Authorize the Mayor to execute the agreements, with any final non-substantive changes approved by the City Attorney.

ATTACHMENTS:

1. Draft Lease Agreement Lot 9
2. Draft Lease Agreement Lot 10

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the seventeenth day of June, 2025, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Porterville Unified School District, 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 the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, Lessee additionally desires to lease a portion of said airport for the purpose of expanding its educational programs through the development and operation of aviation-related training, instruction, and other activities incidental thereto, which may include the use of existing or future facilities for classroom instruction, hands-on learning in aviation technology and operations, and aircraft systems education; 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: 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 Lot 9 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 _____, 2025, both parties having executed the same, and shall terminate on _____, 2055, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Pursuant to City of Porterville Charter Section 68, notwithstanding the stated term of the Lease, the City may terminate this Lease at

its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee, and via the valuation process required by that Section. The current requirements of Charter Section 68 will apply unless repealed, or as may be revised during the term of this Lease.

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 \$0.174 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 22,500 square feet of land area, said rental rate will be \$3,915.00 annually, payable in advance.

Beginning January 1, 2026, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar for aeronautical purposes and activities directly relating to the operation of aircraft, including activities that make aircraft operation possible, required for aircraft safety, or otherwise directly connected to aircraft operations, including but not limited to parking, tie-downs, storage, service, repair, maintenance, fueling, aircraft rental and flight instruction, and other commercial activity reasonably related to the aviation industry.

Lessee additionally desires to lease a portion of said airport for the purpose of expanding its educational programs through the development and operation of aviation-related training, instruction, and other activities incidental thereto, which may include the use of existing or future facilities for classroom instruction, hands-on learning in aviation technology and operations, and aircraft systems education.

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 without the prior written consent of the City. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance requirements. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a 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 Council, 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 Council 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. 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.

6. 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.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. 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 said structure and improvements 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 Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. 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.

10. 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.

11. 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.

12. 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.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. 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.

15. 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 the 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.

16. 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 on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). 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 (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 insured. 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. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. 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, color, ancestry, disability, gender, age, religion, sexual orientation or national origin 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, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that 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 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.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. 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.

20. 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 relative to the development, operation or maintenance of the

airport.

21. 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).

22. 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.

23. 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: Porterville Unified School District
Assistant Superintendent
600 West Grand Avenue
Porterville, CA 93257

To the City: Airport Manager
City of Porterville
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.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly 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.

25. 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, 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 of 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.

26. 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 bona-fide lender on the security of the leasehold estate. Any such bona-fide 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.

27. 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 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.

28. 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.

29. 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 who 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.

30. 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.

31. 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.

32. 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 of 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.

33. 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.

34. 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.

35. 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.

36. 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 he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. 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.

39. 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.

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

CITY OF PORTERVILLE

LESSEE

By: _____
Greg Meister, Mayor

By: _____
Dr. Nate Nelson, Superintendent
Porterville Unified School District

ATTEST:

By: _____
Richard Tree, Interim City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

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Beginning November 1, 2025, and each November 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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14. 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.

15. 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 the 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.

16. 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 on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). 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 (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 insured. 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. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. 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, color, ancestry, disability, gender, age, religion, sexual orientation or national origin 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, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that 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 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.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. 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.

20. 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 relative to the development, operation or maintenance of the

airport.

21. 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).

22. 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.

23. 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: Porterville Unified School District
Assistant Superintendent
600 West Grand Avenue
Porterville, CA 93257

To the City: Airport Manager
City of Porterville
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.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly 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.

25. 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, 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 of 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.

26. 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 bona-fide lender on the security of the leasehold estate. Any such bona-fide 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.

27. 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 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.

28. 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.

29. 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 who 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.

30. 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.

31. 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.

32. 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 of 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.

33. 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.

34. 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.

35. 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.

36. 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 he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. 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.

39. 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.

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

CITY OF PORTERVILLE

LESSEE

By: _____
Greg Meister, Mayor

By: _____
Dr. Nate Nelson, Superintendent
Porterville Unified School District

ATTEST:

By: _____
Richard Tree, Interim City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Authorization to Temporarily Extend Participation in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare awarded its Fiscal Year 2024-2025, 3/8" Cold Mix Asphalt contract, 1/2" Cold Mix Asphalt contract, as well as its 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff requested authorization to "piggyback" onto these contracts for the purchase of asphalt mixes for the Fiscal Year 2024-2025, which City Council approved at its meeting on June 18, 2024. Resolution No. 35-93, adopted by the Council on April 20, 1993, gives authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

The County uses these contracts to purchase cold-mix asphalt, hot-mix asphalt, and other materials to be used in road repair projects scheduled for the next fiscal year. These contracts are extending the agreements and are scheduled to be finalized after the end of the current fiscal year. As a result, City staff do not anticipate new contracts being in place for up to sixty (60) days. In the interim, Jaxon Enterprises is offering to extend the current Tulare County contracts to those agencies that take advantage of the "piggyback" clause until new agreements can be finalized. This will allow agencies participating in the Tulare County contracts to continue road maintenance without impacting scheduled work.

Funds for asphalt purchase will be made available from the Fiscal Year 2025-2026 Capital Improvement Projects Overlay Program, funded by the Surface Transportation Program (STP), Local Measure R, Measure I, and Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council authorize a temporary extension of the Fiscal Year 2024–2025 contracts for purchasing asphalt mix and materials utilizing the contracts between the County of Tulare and Jaxon Enterprises pending a finalized contract for the 2025-

2026 Fiscal Year.

ATTACHMENTS:

1. Tulare County Contract No. 1956-1.5 Hot Asphalt Concrete
2. Tulare County Contract No. 1958 – 3-8” Cold Mix – North-South County
3. Tulare County Contract No.1954 – 1-2” Cold Mix – North-South County
4. Resolution No. 35-93

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1956 – 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024 for the supplying of 1/2" Hot Asphalt Concrete-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the 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 any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only 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.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: 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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR 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.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: 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.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
Cher Castellini
By _____
Purchasing Agent

ACCEPTED:

Date 4/25/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
W Jaxon Baker
By _____
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1956

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001

PHONE: (530) 241-2112
Or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1956

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$61.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: \$ 61.00 PER TON

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity for North County/South County through June 30, 2025.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT: 27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM

HMATT = HMA or PRCM total tons placed

X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini

Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tc bids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of **3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT** as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tc bids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.**Signature Page****VENDOR TO COMPLETE THIS PAGE****PARTICIPATION**

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
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DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
Address: 27671 Ave 120 County: Tulare
City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
Name: Patty Baker Signature: Patty Baker
Title: Sales Rep. Date: April 18, 2024
Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
 - (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

- 30. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached Exhibit B, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. Exhibit D attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – 3/8" and 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

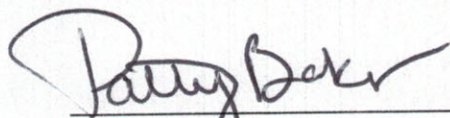
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- $HMATT$ = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- $AETT$ = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [redacted] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [redacted] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Jlk/3-6-23/2023228/1936970.docx

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐ The Applicant	Yes ☐ No ☐
☐ Subcontractor	Yes ☐ No ☐
☐ The Applicant's agent/ or lobbyist	Yes ☐ No ☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Jaxon Aggregates DBA Deer Creek
Print Firm Name if applicable Asphalt

Patty Baker
Signature of Applicant

Patty Baker
Print Name of Applicant

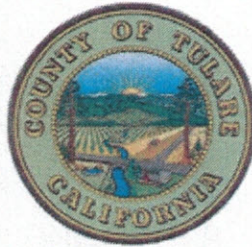


EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/24/2023

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: BITCO General Insurance Corp</td> <td>20095</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: BITCO General Insurance Corp	20095														
INSURER B:															
INSURER C:															
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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC3734564	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: FBB1C9BBDF8F4750B872B78409707A14

Status: Completed

Subject: 1/2" HOT ASPHALT CONCRETE – NORTH/ SOUTH COUNTY

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/25/2024 5:27:56 PM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

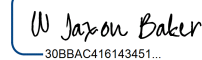
W Jaxon Baker

wjbaker@wjbinc.net

Pres

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


30BBAC416143451...Signature Adoption: Pre-selected Style
Using IP Address: 68.189.45.56**Timestamp**

Sent: 4/25/2024 5:31:26 PM

Viewed: 4/25/2024 5:32:31 PM

Signed: 4/25/2024 5:32:48 PM

Electronic Record and Signature Disclosure:

Accepted: 4/25/2024 5:32:31 PM

ID: d453b342-05ac-458b-a7af-6ee00cc52536

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:


1F1809FA5751482...Signature Adoption: Pre-selected Style
Using IP Address: 192.189.152.6

Sent: 4/25/2024 5:32:50 PM

Viewed: 4/26/2024 8:15:50 AM

Signed: 4/26/2024 8:17:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2024 5:31:26 PM
Certified Delivered	Security Checked	4/26/2024 8:15:50 AM
Signing Complete	Security Checked	4/26/2024 8:17:58 AM
Completed	Security Checked	4/26/2024 8:17:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1958 – 3/8" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024 for the supplying of 3/8" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the 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 any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only 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.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: 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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR 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.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: 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.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
By Cher Castellini
Purchasing Agent 1F1809FA5751482...

ACCEPTED:

Date 4/26/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
By W Jaxon Baker
30BBAC416143451...
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1958

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001
PHONE: (530) 241-2112
Or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1958

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$68.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: \$ 68.00 PER TON

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

4,000 Tons total estimated quantity for North County/South County through June 30, 2025.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tcbids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tcbids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
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DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
 Address: 27671 Ave 120 County: Tulare
 City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
 Name: Patty Baker Signature: Patty Baker
 Title: Sales Rep. Date: April 18, 2024
 Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
 - (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

- 30. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. **DEFAULT BY SUCCESSFUL BIDDER:** In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. **COMPENSATION ADJUSTMENTS** for price index fluctuations for liquid asphalt, as set forth in the attached **Exhibit B**, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. **Exhibit D attached with instructions, information, and a disclosure form must be signed and returned.** For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – 3/8" and 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:

3/8" PLANT RUN COLD MIX WITH OIL

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

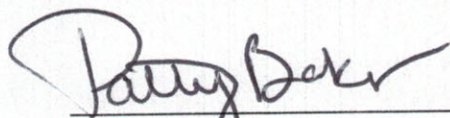
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [redacted] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [redacted] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

Jlk/3-6-23/2023228/1936970.docx

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
 Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
 Contributor or Contributor Firm's Name: _____
 Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐	The Applicant	Yes	☐	No	☐
☐	Subcontractor	Yes	☐	No	☐
☐	The Applicant's agent/ or lobbyist	Yes	☐	No	☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
 Name of Contributor: _____
 Date(s) of Contribution(s): _____
 Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Jaxon Aggregates DBA Deer Creek
 Print Firm Name if applicable Asphalt

Patty Baker
 Signature of Applicant

Patty Baker
 Print Name of Applicant

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

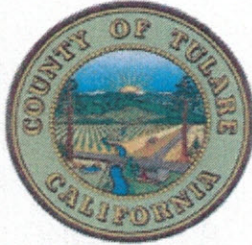


EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/24/2023

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: BITCO General Insurance Corp</td> <td>20095</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: BITCO General Insurance Corp	20095														
INSURER B:															
INSURER C:															
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3734564	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: 3EB496B8B0C34C6984225B8D84194BE6

Status: Completed

Subject: 3/8" Cold Mix Material - North/South County

Source Envelope:

Document Pages: 38

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/26/2024 9:28:49 AM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

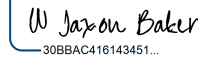
W Jaxon Baker

wjbaker@wjbinc.net

Pres

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 128.92.11.138

Signed using mobile

Timestamp

Sent: 4/26/2024 9:30:07 AM

Viewed: 4/26/2024 9:34:55 AM

Signed: 4/26/2024 9:35:20 AM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2024 9:34:55 AM

ID: fa4b0db0-0cd8-4691-a626-973545b5935f

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Sent: 4/26/2024 9:35:22 AM

Viewed: 4/26/2024 10:32:36 AM

Signed: 4/26/2024 10:32:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2024 9:30:08 AM
Certified Delivered	Security Checked	4/26/2024 10:32:36 AM
Signing Complete	Security Checked	4/26/2024 10:32:53 AM
Completed	Security Checked	4/26/2024 10:32:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.



COUNTY OF TULARE

GENERAL SERVICES AGENCY

Purchasing Division

April 25, 2024

Jaxon Enterprises
Dba Deer Creek Asphalt
1643 Tahoe Court
Redding, CA 96003

Email: pbaker@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1954 – 1/2" COLD MIX – NORTH/SOUTH COUNTY

GENERAL: This is to notify you that the Tulare County Purchasing Agent is accepting your Bid No. 25-001 dated April 4, 2024, for the supplying of 1/2" Cold Mix-North/South County to the County of Tulare as indicated on the attached sheets. The above contract number has been issued and the contract will be effective, subject to the terms and conditions of the bid and to the provisions as incorporated herein through the period beginning July 1, 2024 and ending **JUNE 30, 2025**.

PRICES: The prices as bid are to be the maximum charged for the period of the contract. The Contractor shall immediately notify the County of all manufacturer's price decreases and the County of Tulare shall receive the full benefit of all such decreases, effective on the date of the manufacturer's general public announcement. The attached sheets and enclosures enumerate the prices applicable herein.

Prices are F.O.B. Destination to various County Departments or Governmental Entities.

Federal Excise Tax Exempt.

State Sales Tax to be added.

Cash discount terms: NET 1% 30 DAYS

ATTACHED SHEETS: The attached sheets and enclosures are herewith made a part of this contract.

USAGE: Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

DELIVERIES: Deliveries are to be made to the using department or agency by common transportation carrier, by the Contractor's own equipment, or by other means so as to effect prompt delivery.

Material Contract
Page One

Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the Contractor. Frequency of delivery will be determined by the needs of the using department or agency and will be interspersed throughout the contract year.

The supplier shall be expected to maintain a normal delivery time which is established as being THIRTY (30) CALENDAR DAYS after receipt of order. Deliveries are to be made to the points indicated, as required. Sufficient notice will be given to the Contractor to effect the required delivery.

QUANTITY & QUALITY OF MATERIALS OR SERVICE: The Contractor shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and the County of Tulare's Purchase Order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or Purchase Order resulting from this agreement shall be in accordance with the County's specifications. Materials or supplies, which in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the County's premises at the Contractor's expense. A resulting contract does not guarantee a specific amount of business.

INCLUSION IN THE CONTRACT: The County departments and governmental entities listed are those which will participate in the Contract. However, the right is reserved by the Purchasing Agent, at his discretion, to include any other County department and/or Governmental Entity in the Contract at the accepted prices.

RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY: Those Governmental Entities other than the County and its departments who are listed in the Request-For-Bids or who are subsequently included have signified their intention to participate in the Tulare County Contract. Participation will not impose any responsibility for payment of claims on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such Governmental Entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the Governmental Entity.

CONTRACT EXCLUSIVE: The provisions of the contract shall in no way prohibit the County from making incidental purchases from another suppliers for the same commodities as herein listed.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Contractor agrees to give full credit for any merchandise sold by him on contract, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PURCHASE ORDERS: Purchase Orders will be issued throughout the contract year to the Contractor for the requirements as needed for the department or agency.

INVOICING: All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

RIGHT TO AUDIT: The County of Tulare reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

CASH DISCOUNT: In connection with any cash discount specified on this contract, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check. (It is generally the County's policy to take any and all discounts regardless of date of delivery or invoice.)

DEFAULT BY CONTRACTOR: In case of default by the Contractor, the County of Tulare may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or Purchase Order and actual cost thereof to the County of Tulare. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

CONTRACTOR ASSISTANCE: Contractor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

LIABILITIES: The Contractor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at Contractor's own expense, any and all actions brought against the County of Tulare or Contractor because of the unauthorized use of such articles.

INDEPENDENT CONTRACTOR STATUS: This Contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify the 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 any property, including COUNTY property arising out of the acts or omissions of CONTRACTOR or its agents, officers and employees under this Contract. 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by CONTRACTOR, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). CONTRACTOR specifically agrees to hold harmless and indemnify COUNTY for any and all claims arising out of any injury, disability, or death of CONTRACTORS employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract or any extension of this Contract.

It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a purchase order or agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the Contractor agrees to comply with applicable Federal and California laws regarding employment practices. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by Contractor.

The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

RENEWAL: The Contract may be renewed, by mutual written consent, for an additional TWO (2) ONE (1) year terms provided the prices, terms, and conditions remain the same.

NON-FUNDING CLAUSE: Funds provided for commodities or service under the terms of this contract are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, this contract may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

TERMINATION OF CONTRACT: The County of Tulare may by giving ten (10) days written notice to the Contractor, terminate the contract prior to its expiration for due cause. Due cause for termination of contract shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract, with or without cause.

GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

FORM DE-542: CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only 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.

CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

WAIVERS: 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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR 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.

EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

NO THIRD-PARTY BENEFICIARIES INTENDED: 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.

OTHER PROVISIONS:

ACCEPTED:

Date 4/26/2024

COUNTY OF TULARE

DocuSigned by:
Cher Castellini
By 1F1809FA5751482
Purchasing Agent

ACCEPTED:

Date 4/26/2024

JAXON ENTERPRISES DBA DEER CREEK ASPHALT

DocuSigned by:
W Jaxon Baker
By 30BBAC416143451...
Title Pres

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACT NO.: 1954

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 25-001
PHONE: (530) 241-2112
or (661) 372-2228
FAX: (530) 243-0787
VENDOR CONTACT NAME:
Patty Baker
E-MAIL:
pbaker@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2024 THROUGH **JUNE 30, 2025**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

CONTRACT NO.: 1954

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$63.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be **2,000** pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 63.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

14,000 Tons total estimated quantity for North County/South County through **June 30, 2025.**

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVENUE 120, PORTERVILLE, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM

HMATT = HMA or PRCM total tons placed

X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

REQUEST FOR BID

THIS IS NOT AN ORDER

COUNTY OF TULARE

Office of

PURCHASING AGENT

2637 W. Burrel Ave., Suite 200
Visalia, CA 93291-4593



Date: April 4, 2024

Req: 252305755

REFER TO BID NO.

25-001

By: Cher Castellini
Phone: 559 -205-1100

Bids will be received by the Tulare County Purchasing Agent until 2:00 PM PST on April 18, 2024. Please submit bids through <https://www.bidnetdirect.com/california/countyoftulare>, or via email tc bids@tularecounty.ca.gov.

NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary. The right is reserved to reject any or all bids.

Indicate **BID NUMBER** and **BID CLOSING DATE** in the subject line of your email.

3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

The Tulare County Purchasing Agent invites bids to be submitted for the purchase of **3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT** as required. Such contract will be for a one (1) year period effective beginning **JULY 1, 2024**, and ending **JUNE 30, 2025**.

BIDDERS QUESTIONS: Bidders may email any questions they have pertaining to this Request for Bid to <https://www.bidnetdirect.com/california/countyoftulare> or via email to: tc bids@tularecounty.ca.gov. Any and all questions must be submitted by **2:00 p.m. April 11, 2024**, in order to be considered. Questions and answers will be distributed to all bidders only, if necessary, to clarify substantive items raised. No changes and/or additions will be made to this Request for Bid within forty (40) working hours of its closing date.

DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

INTENT: The County is in need of Cold Mix and Hot Mix Asphalt Concrete Material for its road projects. Due to increasing fuel costs, it is more economical for the County to award two (2) contracts. One for the South end and one for the North end of the County. For the purpose of this bid, Avenue 232 will be used as the dividing line.

ATTACHED SHEETS: The attached sheets indicate the condition of the bid and contract, specifications, using departments and agencies, and estimated quantities of the products to be used for one (1) year. Quantities estimated will be used for basis of award and are based on past year's usage.

**THE FOLLOWING SIGNATURE PAGE MUST BE COMPLETED
AND SIGNED BY THE VENDOR AND SUBMITTED WITH THE VENDOR'S BID.**

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

RETURN BID WITH THIS FORM.

Signature Page

VENDOR TO COMPLETE THIS PAGE

PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing bids. Please state if your bid will or will not be extended to these entities under the same terms and conditions as stated in this bid.

Select YES or NO.

YES	☒	NO	☐
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DOES COMPANY MEET THE REQUIREMENTS OF A "LOCAL VENDOR" (Refer to Section 31)

Select YES or NO.

YES	☒	NO	☐
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Undersigned agrees to furnish the commodities and/or services as stipulated in this REQUEST FOR BID at the prices/fees, terms, and conditions stated.

Company: Jaxon Enterprises DBA Deer Creek Asphalt
 Address: 27671 Ave 120 County: Tulare
 City: Porterville State: CA Zip: 93257 Phone No: 559-793-0903
 Name: Patty Baker Signature: Patty Baker
 Title: Sales Rep. Date: April 18, 2024
 Email Address: pbaker@jaxonaggregates.com

Note: This signature page must be turned in with your Bid

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

REQUEST FOR BID
GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. Any Attachments and/or Exhibits are herewith made a part of this Request for Bid.
- C. All information shall be typewritten or clearly printed. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections must be initialed in ink by the person signing the Bid. Bids may be completed manually and scanned for submission.
- D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. To be considered, bids must be submitted and received by the Purchasing Division on or before the Deadline for Submitting Bids.
- F. Bids will be accepted via <https://www.bidnetdirect.com/california/countyoftulare> or email tc bids@tularecounty.ca.gov.
If bids are received after the deadline, vendors will be notified via electronic mail of the late submission. Timestamp will be used to determine timeliness of submission. The County is not responsible for late submissions due to delays in electronic delivery.
- G. All bid prices shall be F.O.B. County of Tulare.
- H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- I. Prices bid SHALL remain firm for a minimum of 120 days after award to cover subsequent purchase requirements.
- J. Prices bid by bidder are considered accurate and cannot be withdrawn after the bid is closed.
- K. Upon submission of bid documents, all such documents shall become the property of the County.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the bidder, to the receipt of the goods or services by the County. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this bid request.)
- O. Tulare County generally solicits bids from a wide variety of bidders which may include retailers, wholesalers, suppliers, distributors, etc.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number)
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Purchasing Agent shall in all instances be the final judge in determining whether the items bid are acceptable to the County, and whether the items bid are equal in quality and utility to the specified articles.

3. SAMPLES (when applicable)

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the County of Tulare.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax. Lump sum bids for labor and materials shall include all applicable tax.

5. CASH DISCOUNTS

In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from the date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

6. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**7. QUANTITIES**

The estimated usage for each item is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by the County.

8. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at his/her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

9. LITERATURE. (when applicable)

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

10. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

11. PRICES F.O.B.

Quotations are to be F.O.B. PLANT LOCATION.

12. MINIMUM ORDER

Bidder's offer must indicate minimum order quantities and charges for less than minimum order quantity. If not stated, it will be assumed there are none.

13. AWARD

The County of Tulare reserves the right: (1) to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; (4) to make partial awards or award to more than one vendor (if vendor bid prices are based only on an "all or none" award, vendor just so specify within the bid); and (5) to accept the bid that is in the best interest of the County of Tulare. The Purchasing Agent's decision shall be final.

A combination of the following factors will be considered in awarding this bid.

- A. Prices
- B. Bidder's previous records of performance and service
- C. Ability of bidder to render satisfactory goods or services in this instance
- D. Quality and conformance to specifications

The County shall be the sole judge in making this determination.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**14. RENEWAL**

The contract or purchase order resulting from this bid may be renewed, by mutual consent, for an additional two (2) one (1) year terms provided the prices, terms, and conditions remain the same.

15. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the Purchasing Agent. Packing slips which clearly identify the merchandise and a listing of the County of Tulare's Purchase Order number must accompany every delivery. All materials, supplies or services furnished under contract or Purchase Order shall be in accordance with the county specifications. Materials or supplies which, in the opinion of the Purchasing Agent are not in accordance and conformity with such specifications shall be rejected and promptly removed from the County premises at the bidder's or contractor's expense.

16. INDEPENDENT CONTRACTOR STATUS

This contract is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Contract as an independent contractor. Nothing in this Contract shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Contract that they are not employees, agents or officers of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- b. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- c. Withhold state or federal income tax from payments to CONTRACTOR.
- d. Make disability insurance contributions on behalf of CONTRACTOR.
- e. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Contract.

17. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful bidder's records, all invoiced amounts when firm prices are not set forth in the Agreement or purchase order resulting from this bid.

18. LIABILITIES

- A. The successful bidder shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this bid, and agrees to defend, at successful bidder's own expense, any and all actions brought against the County of Tulare or successful bidder because of the unauthorized use of such articles.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

- B. INDEMNIFICATION: Bidder shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kinds, including death or injury to any person and/or damage to any property, including County property arising out of the acts or omissions of Contractor 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 Contract, the cost of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Contractor, and any claims made against County alleging civil rights violations by Contractor under Government Code sections 12920 et Seq. (California Fair Employment and Housing Act). Contractor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of Contractors' employees or agents. This indemnification obligation shall continue beyond the term of this Contract as to any acts or omissions occurring under this Contract for any extension of this Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this bid as to any act or omission that occurred during its term or any extension thereof.

19. DEFAULT BY SUCCESSFUL BIDDER

- A. In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.
- B. Inspection on deliveries which do not meet specifications, will be at the expense of successful bidder.

20. PRICES

During the period of deliveries under an agreement or purchase order resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the County for as long as the lower prices are in effect, but at no time shall the prices charged the County exceed the prices herein quoted.

21. DELIVERIES/PICKUP

County personnel or their representative will pick up material from the plant location as indicated by the successful bidder. Frequency of pickups will be determined by the needs of the using department or agency and will be interspersed throughout the contract year. The successful bidder shall be expected to maintain a normal delivery time which is established as being within forty-eight (48) hours after receipt of order.

The successful bidder shall be expected to load materials into County's trucks in a professional and responsible manner, with care not to cause contamination of materials.

22. CONTRACT EXCLUSIVE

The provisions of the agreement or purchase order resulting from this bid shall in no way prohibit the County from making any incidental purchases from another supplier for the same commodities as herein listed

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

23. TERMINATION OF PURCHASE ORDERS OF AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may by giving ten (10) days written notice to the successful bidder, terminate the contract or purchase order resulting from this bid prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the vendor, terminate the contract or purchase order, with or without cause.

24. MERCHANDISE RETURNABLE FOR FULL CREDIT

Successful bidder agrees to give full credit to the County for any merchandise returned in good condition.

25. INVOICING

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

26. VENDOR ASSISTANCE

Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

27. NON-FUNDING CLAUSE

Funds provided for commodities or services under the terms of this bid are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

28. RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN COUNTY

Those governmental entities other than the County who are listed (or who have sub sequentially been included) have signified their intention to participate in the Tulare County agreement or purchase order resulting from this bid. Participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

29. LOCAL PREFERENCE (Section 1-03-1301 of the Tulare County Ordinance Code):

- A. Whenever the County purchases supplies, materials, equipment, or services for the County through the use of competitive bids, the County in evaluating the price for such supplies, materials and/or equipment shall determine if the lowest responsible bidder is a local vendor as defined in this section; and, if so, the contract shall be awarded to such vendor. If low bidder is not a local vendor, any local vendor who submitted a bid which was within five percent (5%) of the low bid announced by the County shall have the option of submitting a new bid within forty-eight (48) hours (not including weekends and holidays) of the time indicated in the bid documents for the opening bid. Such new bid must be in an amount less than or equal to the low bid announced by the County. County shall award the contract to the local vendor submitting the lowest responsible bid within said 48 hours period. If no new bids are received within said 48-hour period, the contract shall be awarded to the original low bidder as announced by the County.
- B. "Local vendor" shall mean any business which:
 - (1) has had a fixed office or distribution point located in and having a street address within the County of Tulare for at least six (6) months immediately prior to the issuance of the request for bids by the County; and
 - (2) holds any required business license by the County or any city within the County; and,
 - (3) employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Tulare County.
- C. Any vendor claiming to be a local vendor as defined above shall so certify to the Purchasing Agent by indicating "yes or no" below and signature on bid document. The County Purchasing Agent shall have sole discretion to determine if a vendor meets the definition of a "local vendor".
- D. Any person or business falsely claiming to be a local vendor shall be ineligible to transact any business with the County for a period of not less than three (3) months or not more than twenty-four (24) months as determined in the sole discretion of the Purchasing Agent. The County shall also have the right to terminate all or any part of any contract entered into with such person or business.
- E. Prior to the County declaring any person or business not a "local vendor" or ineligible to transact business with the County, such person or business shall be entitled to a public hearing before the Board of Supervisors and to a five (5) day notice of the time and place thereof.
- F. This preference shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder", or otherwise exempted from local preferences.

- 30. DEBARMENT: Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal state funded health care program, or from receiving Federal fund as listed in the List of Parties Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

See Exhibit A, attached with instructions and signature page that must be signed and submitted with this Bid.

31. INFORMATION

Information regarding the results of any bid may be obtained at the Tulare County Purchasing Department, 2637 W. Burrel Ave., Suite 200, Visalia, CA 93291 for a period of ninety (90) days from the opening date of the bid. Bid tabulations will be made available for review three (3) days after bid opening date and can be obtained from the Purchasing Department clerical staff.

32. SPECIAL CONDITIONS

Special Conditions attached hereto supersede the General Conditions to the extent of any inconsistency between them.

33. HEADINGS

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

34. OTHER PROVISIONS

- A. PRICES shall be firm for the contract period ending **JUNE 30, 2025**, unless otherwise stated by the bidder hereon:

- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE" unless otherwise stated by the bidder hereon:

- C. STATE PURCHASE ORDER mailing address, e-mail, and telephone number for ordering purposes:

Jaxon Enterprises, PO Box 994248, Redding, CA 96099-4248
phaker@jaxonaggregates.com 661-372-2228

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

D. STATE REMITTANCE mailing address and telephone number for payment purposes:

Jaxon Enterprises, PO Box 99428, Redding, CA 96099-4248
530-241-2112

E. DEFAULT BY SUCCESSFUL BIDDER: In case of default by successful bidder by non-delivery of article(s) and or service(s) on or before the delivery date. The County may procure the article(s) and or service(s) from another source and may recover costs from successful bidder. The successful bidder may be charged, cost of transportation, the difference in cost of article(s) and or service(s) based on Contract information. The County reserves the right to be compensated deducting monies owed to successful bidder from the Contract information and or invoicing the successful bidder upon notification of the default.

F. COMPENSATION ADJUSTMENTS for price index fluctuations for liquid asphalt, as set forth in the attached Exhibit B, apply.qwa

35. INSURANCE:

Prior to approval of a Contract by COUNTY, CONTRACTOR shall file with the Purchasing Division of Tulare County evidence of required insurance for installation as set forth in **EXHIBIT C**, attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). The insurance coverage shall be issued at the expense of and maintained by CONTRACTOR during the entire term of the Contract. CONTRACTOR shall provide renewal policy documents throughout the life of the contract.

36. CAMPAIGN CONTRIBUTION DISCLOSURE

All bidders (potential contractors) must complete and submit with their bid, the Campaign Contribution Disclosure Form. Exhibit D attached with instructions, information, and a disclosure form must be signed and returned. For additional information, please refer to: Government Code section 84308

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=84308

FPPC Regulations 18438.1 through 18438.8`

<https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I76245C705A0A11EC8227000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextD%20ata=%28sc.Default%29&contextData=%28sc.Default%29>

37. NOTIFICATION REGARDING CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The attached **Exhibit E** sets out information regarding the obligations of County Contractors to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

SPECIAL CONDITIONS:

SPECIFICATIONS

Plant Run Cold Mix – ¾" and ½" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its roadwork projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

BID PRICE:**3/8" PLANT RUN COLD MIX WITH OIL**

4,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

2,000 TONS	SOUTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)
2,000 TONS	NORTH COUNTY	\$ <u>68⁰⁰</u>	PER TON (INCLUDES ALL FEES)

1/2" PLANT RUN COLD MIX WITH OIL

14,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

7,000 TONS	SOUTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)
7,000 TONS	NORTH COUNTY	\$ <u>63⁰⁰</u>	PER TON (INCLUDES ALL FEES)

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer. OK

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120, Porterville CA 93257

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, attached.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

½" HOT ASPHALT CONCRETE

Asphalt Concrete shall be Type B, ½" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

6,000 Tons total estimated quantity through June 30, 2025.

Applicable Sales Tax in addition to the price indicated.

3,000 TONS	SOUTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)
3,000 TONS	NORTH COUNTY	\$ 61 ⁰⁰	PER TON (INCLUDES ALL FEES)

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer OL

INDICATE PLANT LOCATION/SHIPPING POINT: 27671 Ave 120 Porterville CA

Compensation adjustment for price index fluctuations applies to this contract per Exhibit B, 93257 attached.

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3, Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Note: Page 13-14 must be completed and submitted.

ATTACHMENTS:

****EXHIBIT A, DEBARMENT - MUST BE RETURNED SIGNED WITH THIS BID FORM.**

****EXHIBIT D, CAMPAIGN CONTRIBUTION DISCLOSURE FORM – MUST BE COMPLETED AND RETURNED WITH THIS BID**

****NOTE:** FAILURE TO SUBMIT THE ABOVE-REFERENCED ITEMS AND BID FORM SHALL CAUSE BIDDER TO BE NON-RESPONSIVE.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

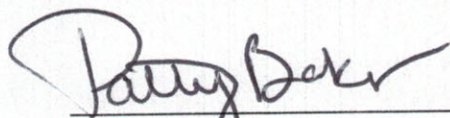
(b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

BID NO. 25-001 - $\frac{3}{8}$ "- $\frac{1}{2}$ " COLD MIX MATERIAL & $\frac{1}{2}$ " HOT MIX ASPHALT CONCRETE - MATERIAL CONTRACT

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



Signature

April 18, 2024
Date

Patty Baker - Sales Rep.
Printed Name & Title

Jaxon Enterprises DBA Deer Creek Asphalt
Name of Agency or Company

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index. For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)**

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT**PAYMENT ADJUSTMENTS**

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

BID NO. 25-001 - 3/4"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that [redacted] does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that [redacted] is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patty Baker Date: April 18, 2024

Contractor Name Jaxon Enterprises DBA Deer Creek Asphalt

Signature Patty Baker

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
 - E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

EXHIBIT D - CAMPAIGN CONTRIBUTION DISCLOSURE EXHIBIT & FORM

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Tulare or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official or alternate who may participate in your proceeding may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a Party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents" for purposes of these rules.
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated with contributions to the first Board member but are aggregated as to each Board member or other County officer who may participate in your proceeding.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.

BID NO. 25-001 - 3/8"-1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT

COUNTY OF TULARE CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: _____
 Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Tulare County Board of Supervisors or to any County Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____
 Contributor or Contributor Firm's Name: _____
 Contributor or Contributor Firm's Address: _____

Is the Contributor: (check applicable boxes)

☐ The Applicant	Yes ☐ No ☐
☐ Subcontractor	Yes ☐ No ☐
☐ The Applicant's agent/ or lobbyist	Yes ☐ No ☐

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____
 Name of Contributor: _____
 Date(s) of Contribution(s): _____
 Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

April 18, 2024

Date

Jaxon Aggregates DBA Deer Creek
 Print Firm Name if applicable Asphalt

Patty Baker
 Signature of Applicant

Patty Baker
 Print Name of Applicant

BID NO. 25-001 - ¾"-½" COLD MIX MATERIAL & ½" HOT MIX ASPHALT CONCRETE – MATERIAL CONTRACT



EXHIBIT E

ATTENTION ALL COUNTY OF TULARE CONTRACTORS AND GRANTEES

Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

As a reminder, agreements with the County of Tulare include portions which require compliance with all local, state, and federal laws and directives which includes Executive Orders such as the EO discussed here. The EO may not apply to or effect your agreement with the County. Please reach out to our department in order to seek clarification should you have any questions.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.



JAXOENT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/24/2023

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Joey Silachanh PHONE (A/C, No, Ext): (415) 403-1422 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: Joey.Silachanh@alliant.com														
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: BITCO General Insurance Corp</td> <td>20095</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITCO General Insurance Corp	20095	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	CLP3734565	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CAP3734566	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC3734564	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER 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)

Re: All Operations in Tulare County as required by written contract

County of Tulare, its officers, agents, employees and volunteers are included as additional insured as respects General Liability, per endorsements attached. Workers' Compensation applies in favor of the above referenced additional insureds, per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Tulare County Purchasing Department
 2500 W. Burrel, Suite B-1
 Visalia, CA 93291

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

POLICY NUMBER: CLP3734565

***** B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

POLICY NUMBER: CLP3734565

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

*** **Q. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

R. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	JAXON ENTERPRISES		
Policy Number	WC3734564	Endorsement No.	
Policy Period	10/01/2023 to 10/01/2024	Endorsement Effective Date:	10/01/2023
Producer's Name:	ALLIANT INSURANCE SERVICES, INC.		
Producer Number:			

Certificate Of Completion

Envelope Id: 10BED03962EC4E188338ADDCB5E994EA

Status: Completed

Subject: 1/2" COLD MIX – NORTH/SOUTH COUNTY

Source Envelope:

Document Pages: 41

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Anderson

AutoNav: Enabled

2637 W. Burrel Ave.

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Visalia, CA 93291

EAnderson@tularecounty.ca.gov

IP Address: 54.211.82.250

Record Tracking

Status: Original

Holder: Elaine Anderson

Location: DocuSign

4/26/2024 8:51:36 AM

EAnderson@tularecounty.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO County of Tulare

Location: DocuSign

Signer Events

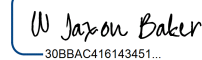
W Jaxon Baker

wjbaker@wjbinc.net

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Security Level: Email, Account Authentication
(None)**Signature**

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Sent: 4/26/2024 8:54:40 AM

Viewed: 4/26/2024 9:28:55 AM

Signed: 4/26/2024 9:29:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 128.92.11.138

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/26/2024 9:28:55 AM

ID: a12e0caf-1db8-423a-b4e0-78715343ff8c

Cher Castellini

CCastellini@tularecounty.ca.gov

Purchasing Manager

County of Tulare

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 4/26/2024 9:29:25 AM

Viewed: 4/26/2024 10:33:19 AM

Signed: 4/26/2024 10:33:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 192.189.152.6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2024 8:54:40 AM
Certified Delivered	Security Checked	4/26/2024 10:33:19 AM
Signing Complete	Security Checked	4/26/2024 10:33:34 AM
Completed	Security Checked	4/26/2024 10:33:34 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Tulare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Tulare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: smcastellini@tularehhsa.org

To advise Carahsoft OBO County of Tulare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smcastellini@tularehhsa.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Tulare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Tulare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to smcastellini@tularehhsa.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Tulare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Tulare during the course of your relationship with Carahsoft OBO County of Tulare.

RESOLUTION NO. 35-93

A RESOLUTION OF THE CITY OF PORTERVILLE
AUTHORIZING PARTICIPATION IN COOPERATIVE
PURCHASING PROGRAMS WITH OTHER LOCAL AGENCIES
FOR THE PROCUREMENT OF MATERIALS, EQUIPMENT AND SERVICES

BE IT RESOLVED By the City Council of the City of Porterville that authorization be given to participate in cooperative purchasing programs with other agencies for materials, equipment and services.

BE IT FURTHER RESOLVED that authorization be given to the City Purchasing Agent to sign said contracts on behalf of the City.

/s/ Daryl C. Nicholson
Daryl C. Nicholson

ATTEST:

C.G. Huffaker, City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

I, C.G. Huffaker, 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 a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City council regularly called and held on the 20th day of April 1993.

THAT Said resolution was duly passed and adopted by the following vote:

AYES: Clark, Gibbons, Leavitt, Gifford, Nicholson
NOES: None
ABSENT: None

C.G. HUFFAKER, City Clerk

By: Georgia Hawley



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Acceptance of Final Subdivision Map - Brookside, Phase 2 (Presidio JJR Brookside 110 LLC and Presidio JJR Laurelwood 110 LLC)

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Presidio JJR Brookside 110, LLC, a Delaware Limited Liability Company and Presidio JJR Laurelwood 110, LLC, a Delaware Limited Liability Company, has submitted the final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has agreed to submit the required guarantee to the City to complete and/or accept all necessary public improvements for the project. A subdivision agreement between the subdivider and the City will be executed with approval, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 13-2022. The improvement plans, specifications, dedications, and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That the City Council:

1. Approve the final subdivision map of Brookside, Phase 2; and
2. Accept all offers of dedication shown on the final map or by separate deed document.

ATTACHMENTS:

1. Resolution 13-2022
2. Final Map - Brookside Phase 2

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. 13 -2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE BROOKSIDE-LAURELWOOD TENTATIVE SUBDIVISION MAP

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 1, 2022 conducted a public meeting to consider approval of the Brookside Laurelwood Tentative Subdivision Map (Exhibit A). The proposed tentative subdivision map would divide the approximately 56.06 acres identified as Tulare County APN 245-010-087 into 229 parcels for development of single-family detached residences with an ± 2.99 acre park. The project as proposed meets the requirements of the Development Code and General Plan, except where otherwise conditioned, and includes such features as sidewalks with parkway strips, street trees, streetlights, a dedicated park space, and circular access within the subdivision, which would take access onto the City's circulation network from Westwood Street, Westfield Avenue, Lombardi Street, and a private drive south of Summit Charter Academy. The project would also include improvements to the major street system along the frontages of the subject site and dedication of a well site for City use; and

WHEREAS: on February 19, 2022, a notice was published in *The Porterville Recorder* setting the date, time, and place of a public hearing for March 1, 2022 and similar notices were sent to owners of property within 500 feet of the Site and posted at City Hall and the City's website announcing the same; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed Project; and

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (CEQA) and the CEQA Guidelines, California Code of Regulations Section 15000, et seq.; and

WHEREAS: via adoption of Resolution No. 10-2022, the City Council has certified an environmental impact report assessing the potential environmental effects of the Brookside-Laurelwood Development Project, of which the Brookside-Laurelwood Tentative Subdivision Map is a component; and

WHEREAS: via Resolution No. 11-2022, the City Council has amended the General Plan Land Use of the site to Low Density Residential; and

WHEREAS: via Ordinance No. 1891, the City Council has amended the zoning of the Site to the RS-2 district; and

WHEREAS: via Resolution No. 12-2022, the City Council has approved a conditional use permit authorizing a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for the project;

WHEREAS: The City Council finds that substantial evidence does not exist to make the following findings pursuant to Development Code Section 400.4:

1. That the proposed map is not consistent with applicable general and specific plans.
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
3. That the site is not physically suitable for the type of development.
4. That the site is not physically suitable for the proposed density of development.
5. That the design of the subdivisions or the proposed improvements is likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Brookside-Laurelwood Tentative Subdivision Map (PRC 2020-044) subject to the following conditions:

1. Approval of the tentative subdivision map is contingent upon annexation to the City of Porterville.
2. The developer/applicant has shown a ±2.9-acre park centrally located of the proposed subdivision. The developer/applicant shall dedicate and improve the park to City standards. The applicant shall propose improvements and identify valuation of said improvements on a parcel sized such that the sum of the dedication and improvements would be valued based on the (check updated requirement) acres.
3. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District, Benefit Assessment District or similar district to include: (1) Lighting; (2) Recreational Open Space; (3) Common Public Landscaping along Westwood, Westfield, Lombardi and Brian? Streets; (4) Public walls/fences, if any; (5) Drainage reservoir, if any; and (6) any other public improvement complying with Series 400, Section 407.03 (i) of the Development Ordinance. The developer/applicant shall submit a processing fee of \$375 with the executed petition form.
4. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Caltrans Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California

Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

5. Prior to approval of the final subdivision map, the developer/applicant shall provide surety for all public improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
6. Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the City Director of Parks and Leisure Services, all in general accord with the requirements of the Porterville Municipal Code.
 - At least one (1) tree shall be planted on each residential lot. Five (5) gallon trees shall be installed upon all lots abutting interior, local and Collector Street, and fifteen (15) gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
 - The subdivider shall be required to plant street trees at thirty-five (35) feet on center along all parkways within and/or bordering the subdivision
7. The developer/applicant shall comply with Chapter 303, Landscaping, of the Porterville Development Ordinance and Chapter 25, Article I, Division 6 of the Municipal Code. Landscape plans shall be drawn to scale and shall at a minimum indicate: proposed plant locations, species, and sizes; any additional proposed landscape elements; soil preparation measures; and any other measures to facilitate plant growth or control erosion. Landscape plans shall include verification that the soil type, depth, and other characteristics are appropriate for the proposed landscaping and irrigation. Landscape plans shall also indicate the location of any existing trees over six (6) inches in diameter, and whether each such tree is proposed for retention or removal. Each landscape plan shall be accompanied by an irrigation plan that at a minimum indicates the location, type and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.
8. Landscaping shall be designed and plantings selected so that water use is minimized. The total water use (ETWU) of the proposed landscaping on a site, as described in Chapter 25, Article I, Division 6, may not exceed the maximum applied water allowance (MAWA).
9. Any existing wells on the subject property and the adjacent residential lots (APNs 245-010-037 and 245-010-041) shall be abandoned. The adjacent residential lots shall connect to City utilities (sewer and water) prior to any newly developed lot being issued a certificate of occupancy. The proposed well lot shall have dimensions of at least 158 feet by 100 feet. The dimensions are necessary to enable future well development maintaining a proper control area.
10. A recycled water main shall be installed to accommodate park irrigation. The recycled water main shall extend from within the park to either Westwood Street or Westfield Avenue. Costs associated with this work shall follow the procedures for a Master Plan reimbursement.

11. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
12. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
13. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
14. The developer/applicant shall dedicate a one foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
15. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District. Submit with the petition the \$375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.
16. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Landscape easements will need to be created in areas deemed necessary by the City Engineer.
17. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum ninety-day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
18. In accordance with Series 400, Section 407.02 (g) or (h) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
19. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right of way, if in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue to be in use.
20. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).

21. Building permits shall not proceed further than the installation of the foundation until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;
 - f. Lot corners are marked;
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
22. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
23. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.
24. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
25. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.
26. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements within the sixty (60) foot right of way, where directed by the City Engineer.
27. The developer/applicant is aware that additional striping may be needed at the following locations for right turn pockets:
 - a. Along Lombardi Street at the northwest corner of the Westfield Avenue and Lombardi Street intersection.

- b. Along Westfield Avenue at the northeast corner of the Westfield Avenue and Westwood Street intersection.
- 28. The developer/applicant shall verify that existing alignments are met and followed with the development of the roads serving the proposed subdivision. The proposed entry road located on Westfield Avenue shall align with the existing Silver Maple Street. The southernmost entry road located on Lombardi Street shall align with the existing Nancy Avenue.
- 29. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc.
 - a. The right of way width for Westwood Street shall be 84' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by an additional 10' landscaping easement.
 - b. The right of way width for Westfield Avenue shall be 60' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - c. The right of way width for Lombardi Street shall be 56' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - d. The private drive, currently referred to as "Brian Avenue", shall become a public road with an overall right of way width of 60'. Curb and gutter and all further mentioned improvements shall be constructed along the entire south side of the street. The 60' right of way will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - e. All local roads within the subdivision shall have a minimum right of way width of 56'.
 - f. Total area of dedication to be determined by a licensed surveyor.
- 30. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing houses to City's sewer system, abandonment of existing septic system(s), well abandonment (if any, and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.
- 31. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

35. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
36. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements. The developer/applicant is advised that this area has previously been identified as an area of high soil expansion potential.
37. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage(s), except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306).
38. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
39. The developer/applicant is hereby notified that extension of existing water and sewer lines and/or the installation of new lines will be required per Section 407.02(f), development code.
 - a. The developer/applicant shall upgrade the existing sewer lift station that serves the Summit Charter Academy Lombardi campus to City standards. This includes a dual pump setup, wet well and emergency storage, new force main, and any other related items.
 - b. The developer/applicant shall complete an analysis demonstrating that the existing sewer mains and lift stations PS-11 and PS-18 can manage the increased capacity with the development of the proposed subdivision. Any upgrades found to be necessary will be evaluated for master plan reimbursement eligibility.
 - c. The developer/applicant shall extend utilities along Westwood Street to the North property line of the development.
 - d. The developer/applicant shall extend utilities along Lombardi Street to the North property line of the development.
 - e. The developer shall install utilities in the current private road to be known as Brian Avenue, if necessary.
 - f. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bids. The bids must be approved by the City prior to construction.
40. A looped water system is required to provide, at a minimum, two points of connection to the system for reliability and to meet fire flow requirements.
41. The developer/applicant shall comply with City Standard for "backflow" prevention pursuant to Resolution No. 9615 (1981). A double backflow preventer is required off the water main and is to be located in an above ground enclosure.
42. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to

effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.

43. The developer/applicant shall submit design master plans consisting of combined grading & drainage and sewer & water utilities to ensure the proper functioning and/or phasing of the development. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street. The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system. A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
 - a. The developer/applicant shall provide storm drainage calculations showing that the proposed designated drainage area (temporary basin, master basin, etc.) is sufficient in containing runoff.
 - b. A master plan storm drain line interconnecting the drainage systems between the basin west of Burton Middle School and the basin along Lombardi Street will be required as part of this project development. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction.
44. The developer/applicant is notified that a well lot is reserved onsite and the location is approved by the City Engineer and Public Works Director.
45. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 DSA).
46. The developer/applicant shall provide 3000K LED streetlights on Marbelite poles (Marbelites spaced at a staggered 320' intervals) following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
47. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
48. For residential development, the developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 5,000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year.
49. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
50. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The

developer/applicant is required to provide the City Engineer with proof of compliance with County regulations at the time of issuance of a certificate of occupancy.

51. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
52. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
53. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre of total land area **and** which are not a part of a larger common plan of development or sale). Before construction begins the proponent must:
 - a. Submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB).
 - b. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
 1. All items listed in Section A of the permit.
 2. Descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and **all** temporary (e.g., fiber rolls, silt fences, etc.) **and** permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States.

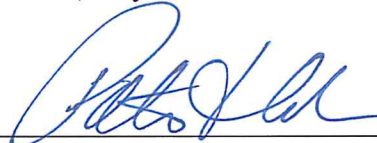
If portions of the project area are to be sold off before the entire project is completed, the proponent must:

- a. Submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining.
- b. Inform each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2022.

By: 
Martha A. Flores, 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 meeting of the Porterville City Council duly called and held on the 1st day of March, 2022.

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

Council:	FLORES	CARRILLO	REYES	STOWE	TATE
AYES:	X	X		X	X
NOES:			X		
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

1. STREET RIGHT OF WAY FOR THE AVENUES, STREETS, AND DRIVES SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES, AND CONDUITS FOR ELECTRICAL, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING SIX (6) FEET IN WIDTH LYING CONTIGUOUS TO THE AVENUES, STREETS, AND DRIVES SHOWN HEREON AND DESIGNATED AS "6' PUE" (PUBLIC UTILITY EASEMENT).
3. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING, AND BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, OVER THOSE CERTAIN STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LE" (LANDSCAPING EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC USE.

1. OUTLOT A TO THE CITY OF PORTERVILLE.

PRESIDIO JJR BROOKSIDE 110, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
BY: JJR MANAGEMENT SERVICES INC. A CALIFORNIA CORPORATION. ITS OPERATING MANAGER

BY: _____
JOSEPH A. LEAL, PRESIDENT

PRESIDIO JJR LAURELWOOD 110, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
BY: JJR MANAGEMENT SERVICES INC. A CALIFORNIA CORPORATION. ITS OPERATING MANAGER

BY: _____
JOSEPH A. LEAL, PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY

APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY

APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

BROOKSIDE PHASE 2

BEING A SUBDIVISION OF PARCELS 2 AND 3 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

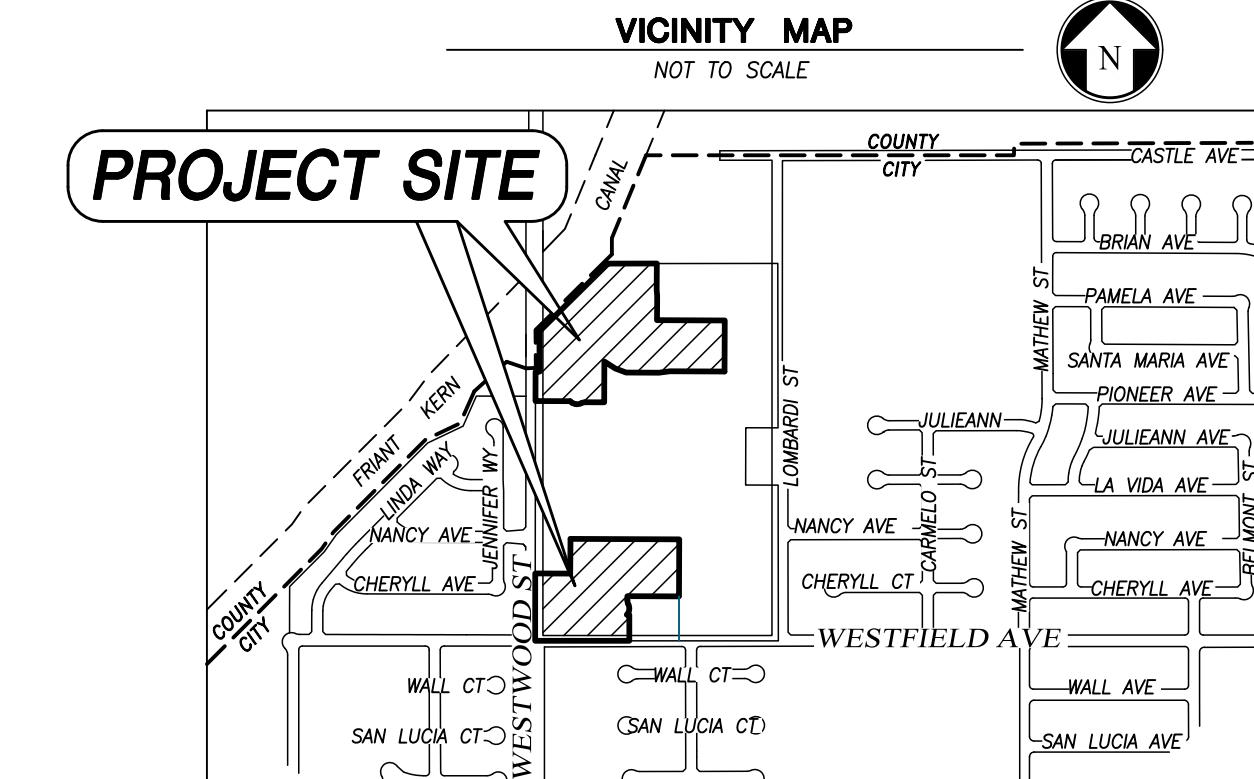
IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

FOR: **SAN JOAQUIN VALLEY HOMES**
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291

BY:



BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT**

THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ACT ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP.

FLOOD NOTE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 06107C1630E, FOR COMMUNITY NUMBERS 060407 AND 065066, DATED JUNE 16, 2009, PANEL NO. 1630E, THE PROPERTY ON THIS MAP LIES WITHIN ZONE X, WHICH DOES NOT REQUIRE FLOOD MITIGATION MEASURES.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE FINAL LAND DIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH. I FURTHER STATE THAT ALL REQUIRED OFFSITE AND ONSITE IMPROVEMENTS HAVE EITHER ALREADY BEEN INSTALLED, HAVE BEEN DEFERRED UNTIL FURTHER DEVELOPMENT, OR ADEQUATE BONDS OR OTHER SUITABLE SURETIES HAVE BEEN PROVIDED.

DATED THIS _____ DAY OF _____, 20____.

DANIEL CERVANTEZ, R.C.E. 75530, CITY ENGINEER

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME ON JUNE 3, 2021, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS _____ DAY OF _____, 20____.

DAVID R. JAROSZ II, R.G.E. 2698

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, IN MARCH OF 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

ANTONIO S. WESTERLUND, P.L.S. 9399

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

ROLLAND VAN DE VALK, P.L.S. 7214

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP

DATED THIS _____ DAY OF _____, 20____.

CLAUDIA CALDERON, COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS SUBDIVISION MAP AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND EASEMENTS; ALL SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE, THIS
_____ DAY OF _____, 20____.

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

I, _____, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
DEPUTY

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID _____

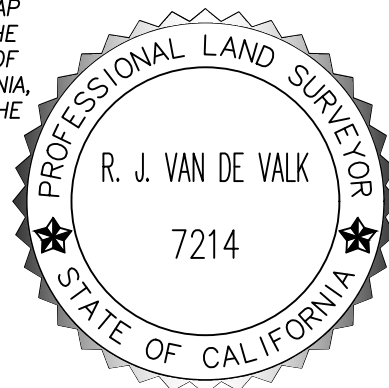
FILED THIS _____ DAY OF _____, 20____, AT _____ M.

IN BOOK _____, OF MAPS AT PAGE _____, TULARE COUNTY RECORDS,

AT THE REQUEST OF QK.

TARA K. FREITAS, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY



OVERALL BOUNDARY AND SHEET INDEX

BROOKSIDE PHASE 2

BEING A SUBDIVISION OF PARCELS 2 AND 3 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND SECTION CORNER, AS NOTED.
- FOUND SECTION QUARTER CORNER, AS NOTED.
- FOUND CENTER SECTION, AS NOTED.
- FOUND 3/4" IRON PIPE, TAGGED PLS 9399, PER P1
- FOUND BRASS DISK FLUSH IN CONCRETE STAMPED "RCE 16094", PER P1
- XX LS YY BOOK XX OF LICENSED SURVEYS, PAGE YY, T.C.R.
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, T.C.R.
- XX RM YY VOLUME XX OF MAPS, PAGE YY, T.C.R.
- CXX CALCULATED RECORD DATA PER REFERENCE XX
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- T.C.R. TULARE COUNTY RECORDS

- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 5410, FILED IN BOOK 55 OF PARCEL MAPS, PAGE 18 T.C.R. TAKEN AS: N00°04'58"W

REFERENCES

- P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.
- T1 BROOKSIDE PHASE 1, 45 RM 28, T.C.R.

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

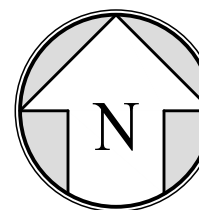
- FOUND 3/4" IRON PIPE TAGGED PLS 9399, PER P1
- ⊙ BRASS CAP STAMPED "PLS 9399" PER CITY STANDARD M-2C TO BE SET PER T1
- ⊙ SET BRASS CAP, STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- XX OR YY VOLUME XX, PAGE YY OF TULARE COUNTY OFFICIAL RECORDS
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX RM YY VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX ROW YY BOOK XX OF RIGHTS OF WAY, PAGE YY, TULARE COUNTY RECORDS
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY

- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
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BROOKSIDE PHASE 2

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IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



50' 0' 50'

SCALE: 1" = 50'

BROOKSIDE PHASE 1

45 RIM 28

WESTWOOD STREET (ROAD 224)

N00°04'58"E (BASIS OF BEARINGS) 2643.69' M/P1,T1

FRIANT KERN CANAL
UNITED STATES
VOL. 1296 PG. 229, O.R.T.C.

OUTLOT A
26,501 SF158
7,647 SF156
8,333 SF155
7,080 SF154
8,050 SF153
7,504 SF152
7,945 SF

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8,757 SF163
8,715 SF

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8,757 SF

151

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6,915 SF170
6,480 SF168
9,722 SF167
6,501 SF166
7,080 SF165
7,080 SF

151

REFERENCES

- P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.
- T1 BROOKSIDE PHASE 1, 45 RM 28, T.C.R.

MONUMENT NOTE

ALL FRONT LOT CORNERS, RIGHT OF WAY BCs, ECs, AND BCCs ARE TO BE MONUMENTED WITH A 3/4" IRON PIPE TAGGED "PLS 9399" SET 1 FOOT BELOW THE NEAREST TOP OF CURB ELEVATION.

ALL REAR LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 3/4" IRON PIPE TAGGED "PLS 9399" SET 0.75 FEET BELOW ROUGH GRADED ELEVATION.

EXCEPTIONS:

- ⊙ DENOTES A WITNESS CORNER - 3/4" IRON PIPE TAGGED "PLS 9399" TO BE SET 15 FEET FROM REAR CORNER, AS MEASURED ALONG THE SIDE LOT LINE.

SEE SHEET 2 FOR BASIS OF BEARINGS,
OVERALL BOUNDARY, AND SHEET INDEX

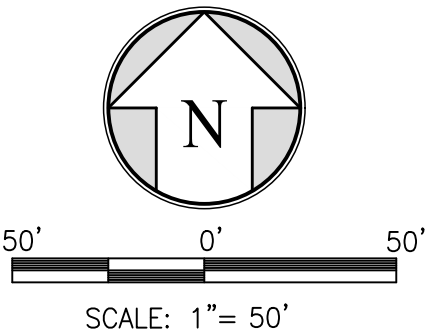
SHEET 3 OF 4

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND AND ACCEPTED SECTION QUARTER CORNER
- FOUND 3/4" IRON PIPE TAGGED PLS 9399, PER P1
- BRASS CAP STAMPED "PLS 9399" PER CITY STANDARD M-2C TO BE SET PER T1
- SET BRASS CAP, STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- BOOK XX OF PARCEL MAPS, PAGE YY, TULARE COUNTY RECORDS
- VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
- BOOK XX OF RIGHTS OF WAY, PAGE YY, TULARE COUNTY RECORDS
- MEASURED AND RECORD DATA PER REFERENCE XX
- DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY

- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES



REFERENCES

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- T1 BROOKSIDE PHASE 1, 45 RM 28, T.C.R.

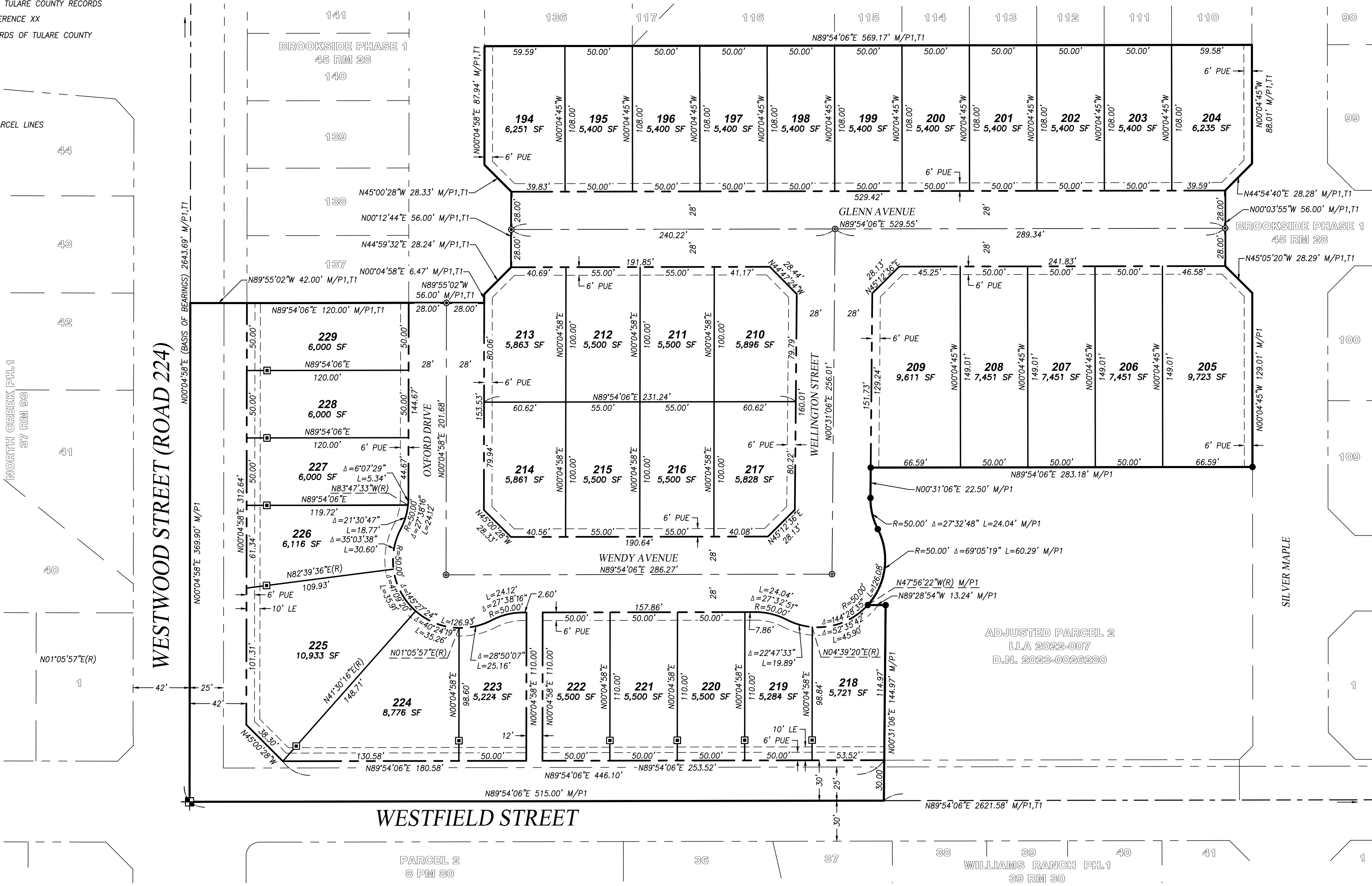
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 - DENOTES A WITNESS CORNER - 3/4" IRON PIPE TAGGED "PLS 9399" TO BE SET 15 FEET FROM REAR CORNER, AS MEASURED ALONG THE SIDE LOT LINE.

BROOKSIDE PHASE 2

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IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.





CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Intent to Schedule a Public Hearing to Consider Amendments to the City's Ordinance Regulating Unsafe and Unauthorized Camping and Storage of Personal Property

SOURCE: City Manager's Office

COMMENT: At its regular meeting of June 3, 2025, the City Council reviewed and approved a draft ordinance updating the City's regulations and policies related to unauthorized camping. These updates are intended to align with recent legal developments, including the United States Supreme Court's decision in *Johnson v. Grants Pass*, as well as updated state guidance.

The purpose of this staff report is to request that the City Council set a public hearing for July 15, 2025, at which time the Council will consider adoption of the proposed ordinance and conduct the first reading of the ordinance in accordance with the City's standard procedures.

RECOMMENDATION: That the City Council set a Public Hearing for July 15, 2025, to receive public input and consider the first reading of an ordinance amending Article VII of Chapter 18, regulating unsafe and unauthorized camping and storage of personal property, the protection of critical infrastructure, and mitigation of harm to public health, safety and welfare.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE VII OF CHAPTER 18 REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville (“City”) encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy clean, healthful, and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public’s health, safety, and general welfare, and desires to regulate camping within the City; and

WHEREAS, the the U.S. Supreme Court, in the case of *Johnson v. City of Grants Pass*, 603 U.S. 520 (2024) (“Grants Pass”) ruled that enforcement of generally applicable laws regulating camping on public property does not constitute cruel and unusual punishment, and local governments can enforce ordinances banning sleeping or camping on public property; and

WHEREAS, there are available low barrier overnight shelters operating within the City to serve individuals experiencing homelessness in the City; and

WHEREAS, the City has invested significant funds, resources, and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts include:

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation, expansion, and continued operation of a SMART team to provide homeless liaison services to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in public spaces and unauthorized private locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation, and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints continues to increase.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. The Porterville Police Department estimates a call volume of % of total calls for service are related to our unhoused population (with this percentage including complaints as well as arrests).

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City previously adopted reasonable time, place and manner regulations on unauthorized camping, and now desires to adopt amendments consistent with the U.S. Supreme Court decision in Grants Pass, and that address additional issues and consideration; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII AMENDED. Article VII of Chapter 18 , entitled "Unauthorized Camping Regulations," is hereby amended as follows:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that at the time of the adoption of this ordinance, although there has been available nightly shelter space within the City, there is a lack of nightly shelter beds and housing available regionally for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

C. The City Council acknowledges that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, on various private property without authorization, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's belief is that people should not have to live outside and there are safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste, damage to park features and plants, and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of a Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove a Campsite, through these regulations, it intends to provide the person adequate time to remove the Campsite before the City removes the Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. "Camp" or "Camping" means residing in or using any public property for one or more days or nights for sheltering or living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute

camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation or sheltering for one or more days or nights.

B. "Camp Facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. "Camp Materials" includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one's use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements, and rules of this.

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility, or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are prohibited from camping on certain public property as specified pursuant to this Article, and as restricted pursuant to any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. Additionally, camping, sheltering or lodging (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for 12 hours at a time in any one location. After 12 hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another location (where the activity is not otherwise prohibited).

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.
3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.
4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area, or under or on any bridges.
5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.
6. On any street or public rights-of-way, unless expressly authorized by the City.
7. Within, or within an additional distance boundary as set by Resolution, any School.
8. Within, or within an additional distance boundary as set by Resolution, any Playground.
9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.
10. On, or within an additional distance boundary as set by Resolution, riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly owned water, sewer or storm drain infrastructure (e.g., sewer lift stations, storm water pump stations or structures).
11. Within, or within an additional distance boundary as set by Resolution, Critical Infrastructure.
12. Within, or within an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.
13. In, or within an additional distance boundary as set by Resolution, Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).

14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when not otherwise prohibited, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.
2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.
3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.
4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.
5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally, any and all fires, to the extent allowed by this Section, must comply with all State and local laws.
6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways, and storm drains, which are not intended for disposal of Greywater or Hazardous Water.
7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, fences, and private property are prohibited.
8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership, or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. The enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made.

B. Notice of Violation

1. 24 Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove a Campsite and/or Camp Facilities because of violations of this Chapter, the Enforcement Personnel shall provide occupants of a Campsite or Camp Facilities, at least 24 hours in advance of any action to remove the Campsite or Camp Facilities, notice both to remove the camp within 24 hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the Campsite or Camp Facilities in no less than 24 hours (the "notice"). The notice shall be in writing and shall be posted on or near the Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp within 24 hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

a. The location of the Campsite or Camp Facilities;

- b. The date and time notice was posted;
- c. A statement that the Campsite or Camp Facilities violates this Chapter;
- d. An advisement that the City will remove the Campsite or Camp Facilities 24 hours after the date and time of the notice;
- e. Information about any housing, shelter, or homeless services available for occupants of the Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter, or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter, or homeless services;
- f. An advisement that any personal property remaining at the Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than 60 days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and
- g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

2. Less Than 24 Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the Campsite or Camp Facilities requires removal of the Campsite or Camp Facilities in less than 24 hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove a Campsite or Camp Facilities without providing the notice described above in the following circumstances:

- a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at a Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or
- b. When there is probable cause for law enforcement officials to believe that the property that comprises a Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or
- c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of a Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in

violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove a Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from a Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.
2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. "Personal belongings" include 1) items of apparent value of \$50 or more; and/or 2) items of apparent personal value, including but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's , bank statements, and legal papers), backpacks, container, and operational bicycles, scooter, and strollers. The City shall make reasonable efforts to identify which Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.
3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.
4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.
5. After a Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order that no camp be set up in that same location or a 100-foot. The City shall post signs informing the public that camping is prohibited at the location.

D. Removal and Storage of Personal Property or Camp Materials During Removal of a Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of a Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.
2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be

considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.

3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars (\$1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars (\$1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").

4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition, the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property, upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-seven (77) Landscape and Lighting Maintenance Districts (LLMDs) since 1989, each established alongside new land development projects. While some LLMDs consist solely of street lighting, others include landscaped areas within the public right-of-way or on public property, designed to enhance neighborhood aesthetics and environmental quality. Assessments are levied only on property owners who directly benefit from the improvements.

Each fiscal year, staff undertake a comprehensive evaluation of every LLMD, considering current maintenance needs, fund balances, projected expenditures, and reserve levels. Based on this analysis, not all LLMDs will be assessed in Fiscal Year 2025–2026. In cases of fiscal imbalance, strategic multi-year recovery plans have been developed to bring LLMDs into sustainable alignment, ensuring continued service delivery while avoiding undue financial burden.

The attached Engineer's Report outlines the proposed assessments and associated maintenance responsibilities for each district. Upon Council approval, the assessments will be submitted to the County of Tulare for inclusion on the tax rolls for the upcoming fiscal year. A public hearing to consider the proposed assessments is scheduled for July 15, 2025, at 6:30 p.m.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year;
2. Adopt the draft resolution giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2025-2026 Fiscal Year;
3. Adopt the draft resolution declaring the intent to levy and collect assessments for the 2025-2026 Fiscal Year, and offering a

time and place for hearing objections hereto; and
4. Schedule a Public Hearing for July 15, 2025, at 6:30 P.M.,
regarding the Engineer's Report and proposed assessment for
the Landscape and Lighting Maintenance Districts for the 2025-
2026 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution - Ordering the Preparation of the
Engineer's Report
2. Draft Resolution - Preliminary Approval to Engineer's
Report
3. Draft Resolution Declaring Intent to Levy Collect
Assessments and Set Public Hearing
4. Engineer's Report

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS FOR FISCAL YEAR 2025-2026**

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the city; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Javier Sanchez, Jr. is appointed "Engineer of Work" for preparation of the Engineer's Report.
2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2025-2026 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING PRELIMINARY
APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS**

WHEREAS, on the 17th day of June 2025, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2025-2026 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.
2. The boundaries of the subdivision of land within each said Assessment District are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.
4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-2026 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1."
4. La Vida Park Subdivision green belt includes street lighting and landscaping east on Plum Way Street and the entries east along Beverly Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."
5. Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
6. Northpointe includes Subdivision lighting located south of Westfield Avenue and east of Matthew Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to LLMD No. 1."
7. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1."
8. New Horizons Phase One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1."
9. Sunrise Estates 6 Unit One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1."
10. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
11. New Horizons Phase Two Subdivision includes lighting located on the corner of Indiana Street and Springville Avenue, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 16 to Landscape and Lighting Maintenance District No. 1."
12. Castle Woods Phase 1 Subdivision includes landscape and lighting maintenance more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1."

13. North Creek Estates located on Westwood north of Westfield, includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.
14. New Expressions Phase One Subdivision includes lighting only located along Indiana Street between Springville Avenue and Cleo Avenue, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 3.
15. River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.
16. Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
17. Creekview Estates Subdivision located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.
18. Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.
19. River Breeze Subdivision located on Newcomb Street, Patsy Street and Springs Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 8.
20. Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.
21. River Ranch Phase 3 located along Newcomb Street, Lloyd Avenue and Patsy Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 13.
22. River Springs Phase 2 Subdivision located on River Avenue, Beverly Street, Date Avenue and River Springs Drive includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 14.
23. Meadowood, Phase 1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.
24. New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail includes landscape and lighting maintenance

and more particularly described on maps which are on file in the City Clerk's office entitled District No. 16.

25. Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street. includes lighting and more particularly described on maps which are on file in the City Clerk's office entitled District No. 17.
26. Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.
27. West View Place located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.
28. Meadowood Phase 2 Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 22.
29. Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street includes lighting maintenance and more particularly described on maps which are on maps which are on file in the City Clerk's office entitled District No. 23.
30. Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
31. Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 25.
32. New Expressions Phase 3 Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 27.
33. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 30.

34. Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
35. Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue, more particularly described on maps which are on file in the City Clerk's office entitled District No. 32.
36. Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 33
37. Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.
38. Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.
39. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 37.
40. Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.
41. District No. 39 = Right-of-way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 39.
42. Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.
43. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Nesa Oak and Pearson Streets
44. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

45. District No. 47 = Chelsea Glen Subdivision located along Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St.
46. District No. 53 = Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 53.
47. Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street includes landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 54.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 69-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
5. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 80-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 16 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 33-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
12. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape and Lighting Maintenance District No. 1 heretofore approved by the City Council of said City by Resolution No. 56-96 indication by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
13. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.
14. All that certain "Map of Landscape and Lighting District No. 3" heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
17. All that certain "Map of Landscape and Lighting District No. 6" heretofore approved by the City Council of said City by Resolution No.89-99 indicating by said boundary line

the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

18. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
19. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No.120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
20. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
21. All that certain "Map of Landscape and Lighting District No 13" heretofore approved by the City Council of said City by Resolution No. 133-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
22. All that certain "Map of Landscape and Lighting District No. 14" heretofore approved by the City Council of said City by Resolution No. 166-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
23. All that certain "Map of Landscape and Lighting District No. 15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
24. All that certain "Map of Landscape and Lighting District No. 16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
25. All that certain "Map of Landscape and Lighting District No. 17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

26. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
27. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 20," heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
28. All that certain "Map of Landscape and Lighting District No. 22" heretofore approved by the City Council of said City by Resolution No. 93-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
29. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
30. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
31. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No. 58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
32. All that certain "Map of Landscape and Lighting District No. 27" heretofore approved by the City Council of said City by Resolution No. 60-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
33. All that certain territory of the City of Porterville included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 30," heretofore approved by the City Council of said City by Resolution No. 52-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
35. All that certain "Map of Landscape and Lighting District No. 32" heretofore approved by the City Council of said City by Resolution No. 52-2006 and Resolution No. indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
36. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 33," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
37. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
38. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.
39. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
40. All that certain "Map of Landscape and Lighting District No. 38" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
41. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
42. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

43. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
44. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No. 91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
45. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 47" heretofore approved by the City Council of said City by Resolution No. 46-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
46. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
47. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 54" heretofore approved by the City Council of said City by Resolution No. 64-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2025-2026 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2025-2026 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 15th day of July 2025, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17th day of June, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

By: _____
Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 7,649.09

Maintenance:	22,100	sq.ft. of landscaping area
Project Management:	22	lots, plus remainder parcel
Fund Balance:	\$2,375.33	

Maintenance:							
1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00	
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00	
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00	
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50	
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 77.35	
				\$ 0.449	=	\$ 9,911.85	

Maintenance	22,100	sq.ft.	x	\$ 0.449	=	\$ 9,911.85
Administrative Fee	\$ 9,911.85		x	\$ 0.10		\$ 991.19
County Fee	22		x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 12,411.81

FORMULA FOR ASSESSMENT

$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$
 L = Number of lots
 F = Assessment for remainder parcel

The 2024/2025 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

2024/2025 Assessment $F = \$8,000$ (max assessment) $\times .20 = \$1,600.00$ for remainder
 $A = (8,000 - 1600) / 22 = \290.90 per lot in Unit One

2025/2026 Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

Annexation No. 4 - La Vida Park Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 6,081.23

Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$ (2,697.00)	

Maintenance:						
1. Landscape	3,790	sq.ft.	@	\$ 0.450	=	\$ 1,705.50
2. Utilities	3,790	sq.ft.	@	\$ 0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@	\$ 0.150	=	\$ 568.50
4. Tree Maintenance	3,790	sq.ft.	@	\$ 0.100	=	\$ 379.00
5. Printing/Postage	3,790	sq.ft.	@	\$ 0.020	=	\$ 75.80
				<u>\$ 1.120</u>	=	<u>\$ 4,244.80</u>

Maintenance	3,790	sq.ft.	x	\$ 1.120	=	\$ 4,244.80
Administrative Fee	\$ 4,244.80		x	\$ 0.10	=	\$ 424.48
County Fee	17		x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 269.70
						<u>\$ 5,592.70</u>

Estimated Cost Per Year	<u>\$ 5,592.70</u>	=	\$ 328.98
	17		

2024/2025 Assessment	<u>\$ 2,469.42</u>	=	\$ 145.26
	17		

2025/2026 Assessment	<u>\$ 6,172.45</u>	=	\$ 363.09
	17		

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 919.92

Maintenance:	Lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$793.67	

1. Utilities	6 @ 5,800 lumens	x	\$	104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$	125.16	=	\$ 1,376.76
2. Printing/Postage	1 @	x	\$	75.00	=	\$ 300.00
						<u>\$ 2,301.72</u>

Maintenance	\$2,301.72	x	1	=	\$ 2,301.72
Administrative Fee	\$2,076.72	x	\$ 0.10	=	\$ 207.67
County Fee	81	x	\$1.00/per lot	=	\$ 81.00
Reserves 15% of total cost of maintenance					\$ 345.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$ -</u>
					<u>\$ 2,935.65</u>

Estimated Cost Per Year	\$	<u>2,935.65</u>	=	\$	36.24
		81			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	12.90
		81			

2025/2026 Assessment	\$	<u>933.72</u>	=	\$	11.52
		81			

Annexation No. 10 - Westview Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 4,396.30

Maintenance:	1,307	sq. ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (1,534.01)	

Maintenance:						
1. Landscape	1,307	sq.ft.	@ \$	0.600	=	\$ 784.20
2. Utilities	1,307	sq.ft.	@ \$	0.400	=	\$ 522.80
3. Repair/Maintenance	1,307	sq.ft.	@ \$	0.300	=	\$ 392.10
4. Printing/Postage	1,307	sq.ft.	@ \$	0.058	=	\$ 75.81
				<u>\$ 1.358</u>	=	<u>\$ 1,774.91</u>

Maintenance	1,307	sq.ft.	x \$	1.358	=	\$ 1,774.91
Administrative Fee	\$ 1,774.91		x \$	0.10	=	\$ 177.49
County Fee	16		x \$1.00/per lot		=	\$ 16.00
Reserves 15% of total cost of maintenance					=	\$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 153.40
						<u>\$ 2,388.04</u>

Estimated Cost Per Year	<u>\$ 2,388.04</u>	=	\$ 149.25
	16		

2024/2025 Assessment	<u>\$ 1,824.30</u>	=	\$ 114.02
	16		

2025/2026 Assessment	<u>\$ 4,462.24</u>	=	\$ 278.89
	16		

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 941.33

Maintenance:		Lighting:	6 ea. @ 5,800 lumens
			11 ea. @ 9,500 lumens
			2 ea. @ 16,000 lumens
Project Management:		62	lots
Fund Balance:	\$	(1,120.60)	

1. Utilities	6 @ 5,800 lumens	x	\$	104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$	125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$	163.68	=	\$ 327.36
2. Printing/Postage		1 @	\$	75.000	=	\$ 75.00
						\$ 2,404.08

Maintenance	\$	2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$	2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee		62	x	\$1.00/per lot	=	\$ 62.00
Reserves 15% of total cost of maintenance					=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 112.06
						\$ 3,179.16

Estimated Cost Per Year	\$	<u>3,179.16</u>	=	\$	51.28
		62			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	16.60
		62			

2025/2026 Assessment	\$	<u>955.45</u>	=	\$	15.41
		62			

Annexation No. 12 - Sunrise Estates Phase 6 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 405.72
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Maintenance:	2,840	sq. ft. of landscaping area
Lighting:	7	ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	2,840	sq.ft	@	\$ 0.019	=	\$ 53.96	
2. Graffiti Maintenance	2,840	sq.ft	@	\$ 0.090	=	\$ 255.60	
3. Tree Maintenance	2,840	sq.ft	@	\$ 0.150	=	\$ 426.00	
4. Postage	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
5. Utilities	2,840	sq.ft	@	\$ 0.250	=	\$ 710.00	
6. Printing	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
7. Repair/Maintenance	2,840	sq.ft	@	\$ 0.030	=	\$ 85.20	
				<u>\$ 0.579</u>	=	<u>\$ 1,644.36</u>	

Maintenance	2,840	sq.ft.	x	\$ 0.579	=	\$ 1,644.36
Administrative Fee	\$ 1,644.36		x	\$ 0.100	=	\$ 164.44
County Fee	32		x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance					=	\$ 246.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 2,087.45</u>

Estimated Cost Per Year	<u>\$ 2,087.45</u>	=	\$ 65.23
	32		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	32		

2025/2026 Assessment	<u>\$ 411.81</u>	=	\$ 12.87
	32		

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 834.90

Maintenance:	3,030	sq. ft. of landscaping area
Lighting:	3	ea. @ 5,800 lumens
Project Management:	8	lots
Fund Balance:	\$ (642.94)	

Maintenance:						
1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025		\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$ 0.10	=	\$ 71.21
County Fee	8		x	\$1.00/per lot	=	\$ 8.00
Reserves 15% of total cost of maintenance					=	\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 64.29
						<u>\$ 962.36</u>

Estimated Cost Per Year	<u>\$ 962.36</u>	=	\$ 120.29
	8		

2024/2025 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

2025/2026 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

Annexation No. 16 - New Horizon's Phase Two Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 785.44

Maintenance:	Lighting:	8	each @ 5,800 lumens
Project Management:		81	lots
Fund Balance:	\$	519.24	

1. Utilities	8	ea. @	\$	52.08	=	\$	416.64
2. Printing/Copying	81	@	\$	1.00	=	\$	81.00
						<u>\$</u>	<u>497.64</u>

Maintenance	\$	497.64	x	1	=	\$	497.64
Administrative Fee	\$	497.64	x	\$ 0.10	=	\$	49.76
County Fee		81	x	\$1.00/per lot	=	\$	81.00
Reserves 15% of total cost of maintenance					=	\$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>703.05</u>

Estimated Cost Per Year	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2024/2025 Assessment	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2025/2026 Assessment	<u>\$</u>	<u>813.22</u>	=	\$	10.04
		81			

Annexation No. 19 - Castle Woods Phase 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$515.38

Maintenance:		Lighting:	9 ea. @ 5,800 lumens
			1 ea. @ 16,000 lumens
Project Management:		30	lots
Fund Balance:	\$	97.01	

1. Utilities	9 @ 5,800 lumens	x	\$	104.160	=	\$ 937.44
	1 @ 16,000 lumens	x	\$	327.36	=	\$ 327.36
2. Printing/Postage		1 @	\$	75.00	=	\$ 75.00
						\$ 1,339.80

Maintenance	\$	1,339.80	x	1	=	\$ 1,339.80
Administrative Fee	\$	1,339.80	x	\$ 0.10	=	\$ 133.98
County Fee		30	x	\$1.00/per lot	=	\$ 30.00
Reserves 15% of total cost of maintenance					=	\$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 1,704.75

Estimated Cost Per Year	\$	<u>1,704.75</u>	=	\$	56.83
		30			

2024/2025 Assessment	\$	<u>919.20</u>	=	\$	30.64
		30			

2025/2026 Assessment	\$	<u>919.20</u>	=	\$	30.64
		30			

District No. 3 - New Expressions Phase 1 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 506.54
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Maintenance: lighting:	10 ea. @ 5,800 lumens each
Project Management:	56 lots
Fund Balance:	\$ 393.42

1. Utilities	10 ea. @ \$ 30.21	= \$ 302.10
2. Printing/Copying	1 @ \$ 50.00	= \$ 50.00
		<u>\$ 352.10</u>

Maintenance	\$ 352.10	x 1	= \$ 352.10
Administrative Fee	\$ 352.10	x \$ 0.10	= \$ 35.21
County Fee	56	x \$1.00/per lot	= \$ 56.00
Reserves 15% of total cost of maintenance			= \$ 52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			= \$ -
			<u>\$ 496.13</u>

Estimated Cost Per Year	<u>\$ 496.13</u>	= \$ 8.86
	56	

2024/2025 Assessment	<u>\$ 496.13</u>	= \$ 8.86
	56	

2025/2026 Assessment	<u>\$ 561.14</u>	= \$ 10.02
	56	

District No. 4 - River Springs Phase 1 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	5,761.31
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Maintenance:	2,100	sq.ft. of landscaping area	
Project Management:	50	lots	
Fund Balance:	\$ (3,312.30)		

Maintenance:									
1. Landscape	2,100	sq.ft.	@	\$	0.980	=	\$	2,058.00	
2. Utilities	2,100	sq.ft.	@	\$	0.380	=	\$	798.00	
3. Repair/Maintenance	2,100	sq.ft.	@	\$	0.030	=	\$	63.00	
4. Printing/Postage	2,100	sq.ft.	@	\$	0.036	=	\$	75.39	
				\$	1.426	=	\$	2,994.39	

Maintenance	2,100	sq.ft.	x	\$	1.426	=	\$	2,994.39
Administrative Fee	\$ 2,994.39		x	\$	0.10	=	\$	299.44
County Fee	50		x	\$1.00/per lot		=	\$	50.00
Reserves 15% of total cost of maintenance						=	\$	449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	331.23
							\$	4,124.22

Estimated Cost Per Year	\$	<u>4,124.22</u>	=	\$	82.48
		50			

2024/2025 Assessment	\$	<u>3,134.58</u>	=	\$	62.69
		50			

2025/2026 Assessment	\$	<u>5,847.73</u>	=	\$	116.95
		50			

District No. 5 - Castle Woods Phase 2 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,112.59
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Maintenance:	1,715	sq.ft. of landscaping area
Lighting:	8	ea. @ 5,800 lumens
Project Management:	25	lots
Fund Balance:	\$ (12,566.46)	

Maintenance:						
1. Landscape	1,715	sq.ft.	@	\$ 0.400	=	\$ 686.00
2. Utilities	1,715	sq.ft.	@	\$ 0.300	=	\$ 514.50
3. Repair/Maintenance	1,715	sq.ft.	@	\$ 0.030	=	\$ 51.45
4. Printing/Postage	1,715	sq.ft.	@	\$ 0.044	=	\$ 75.46
				<u>\$ 0.774</u>	=	<u>\$ 1,327.41</u>

Maintenance	1,715	sq.ft.	x	\$ 0.774	=	\$ 1,327.41
Administrative Fee	\$ 1,327.41		x	\$ 0.10	=	\$ 132.74
County Fee	25		x	\$ 1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,256.65
						<u>\$ 2,940.91</u>

Estimated Cost Per Year	<u>\$ 2,940.91</u>	=	\$ 117.64
	25		

2024/2025 Assessment	<u>\$ 1,021.48</u>	=	\$ 40.86
	25		

2025/2026 Assessment	<u>\$ 2,144.28</u>	=	\$ 85.77
	25		

District No. 7 - Ford Estates Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024

\$ 4,496.31

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (613.62)	

Maintenance:						
1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08
				\$ 1.835	=	\$ 2,504.78

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$ 2,504.78
Administrative Fee	\$ 2,504.78		x	\$ 0.10	=	\$ 250.48
County Fee	20		x	\$1.00/per lot	=	\$ 20.00
Reserves 15% of total cost of maintenance					=	\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 61.36
						<u>\$ 3,212.33</u>

Estimated Cost Per Year	<u>\$ 3,212.33</u>	=	\$ 160.62
	20		

2024/2025 Assessment	<u>\$ 2,857.88</u>	=	\$ 142.89
	20		

2025/2026 Assessment	<u>\$ 4,563.75</u>	=	\$ 228.19
	20		

District No. 8 - River Breeze Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 3,799.00

Maintenance:	1,000	sq.ft. of landscaping area
		25,600 sq.ft. of fire break
Lighting:	9	8 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	37	lots
Fund Balance:	\$ 643.63	

Maintenance:							
1. Landscape	1,000	sq.ft.	@	\$ 2.000	=	\$ 2,000.00	
2. Utilities	1,000	sq.ft.	@	\$ 0.750	=	\$ 750.00	
3. Repair/Maintenance	1,000	sq.ft.	@	\$ 0.030	=	\$ 30.00	
4. Tree Maintenance	1,000	sq.ft.	@	\$ 0.450	=	\$ 450.00	
5. Printing/Postage	1,000	sq.ft.	@	\$ 0.075	=	\$ 75.00	
				<u>\$ 3.305</u>	=	<u>\$ 3,305.00</u>	

Maintenance	1,000	sq.ft.	x	\$ 3.305	=	\$ 3,305.00
Administrative Fee	\$3,305.00		x	\$ 0.10	=	\$ 330.50
County Fee	37		x	\$1.00/per lot	=	\$ 37.00
Reserves 15% of total cost of maintenance					=	\$ 495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 4,168.25</u>

Estimated Cost Per Year	<u>\$ 4,168.25</u>	=	\$ 112.66
	37		

2024/2025 Assessment	<u>\$ 3,726.17</u>	=	\$ 100.70
	37		

2025/2026 Assessment	<u>\$ 3,855.99</u>	=	\$ 104.21
	37		

District No. 13 - River Ranch Phase 3 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 1,914.07
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Maintenance:	1,000	sq. ft. of landscaping area
Lighting:	7	ea. @ 5,800 lumens
	1	ea. @ 16,000 lumens
Project Management:	35	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	1,000	sq.ft	@	\$	0.210	=	\$ 210.00
2. Graffiti Maintenance	1,000	sq.ft	@	\$	0.090	=	\$ 90.00
3. Tree Maintenance	1,000	sq.ft	@	\$	0.120	=	\$ 120.00
4. Postage	1,000	sq.ft	@	\$	0.075	=	\$ 75.00
5. Utilities	1,000	sq.ft	@	\$	1.140	=	\$ 1,140.00
6. Printing	1,000	sq.ft	@	\$	0.020	=	\$ 20.00
				\$	1.655	=	\$ 1,655.00

Maintenance	1,000	sq.ft.	x	\$	1.655	=	\$ 1,655.00
Administrative Fee	\$ 1,655.00		x	\$	0.100	=	\$ 165.50
County Fee	35		x	\$1.00/per lot		=	\$ 35.00
Reserves 15% of total cost of maintenance						=	\$ 248.25
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$ -
				\$			\$ 2,103.75

Estimated Cost Per Year	\$ 2,103.75	=	\$ 60.11
	35		

2024/2025 Assessment	\$0.00	=	\$0.00
	35		

2025/2026 Assessment	\$ 2,103.75	=	\$ 60.11
	35		

District No. 14 - River Springs Phase 2 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 493.02

Maintenance:	Lighting:	11 ea. @ 5,800 lumens
Project Management:	50	lots
Fund Balance:	\$0.00	

1. Utilities	11 @ 5,800 lumens	x \$	31.40	=	\$ 345.40
2. Printing/Postage	1 @	\$	75.000	=	\$ 75.00
					<u>\$ 420.40</u>

Maintenance	\$	420.40	x	1	=	\$ 420.40
Administrative Fee	\$	420.40	x \$	0.10	=	\$ 42.04
County Fee		50	x	\$1.00/per lot	=	\$ 50.00
Reserves 15% of total cost of maintenance					=	\$ 63.06
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 575.50</u>

Estimated Cost Per Year	\$	<u>575.50</u>	=	\$	11.51
		50			

2024/2025 Assessment	\$	<u>0.00</u>	=	\$	0.00
		50			

2025/2026 Assessment	\$	<u>575.50</u>	=	\$	11.51
		50			

District No. 15 - Meadowood Phase 1 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 5,258.91

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	lots
Fund Balance:	\$ (1,623.81)	

Maintenance:						
1. Landscape	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500	=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098	=	\$ 75.69
				<u>\$ 0.575</u>		<u>\$ 4,439.18</u>

Maintenance	7,723 sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18	x	\$ 0.10	=	\$ 443.92
County Fee	48	x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance				=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 162.38
					<u>\$5,759.36</u>

Estimated Cost Per Year	<u>\$ 5,759.36</u>	=	\$ 119.99
	48		

2024/2025 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

2025/2026 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

District No. 16 - New Expressions Phase 2 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 4,710.44
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Maintenance:	5,800	sq.ft. of landscaping, playground area 30%
Project Management:	54	lots, lighting 13 lumens @ 5,800
Fund Balance:	\$ 486.23	

Maintenance:					
1. Landscape Maintenance	5,800	@	\$ 0.350	=	\$ 2,030.00
2. Grafitti Maintenance	5,800	@	\$ 0.010	=	\$ 58.00
3. Postage	5,800	@	\$ 0.025	=	\$ 145.00
4. Utilities	5,800	@	\$ 0.012	=	\$ 69.60
5. Printing	5,800	@	\$ 0.140	=	\$ 812.00
6. Repair/Maintenance	5,800	@	\$ 0.025	=	\$ 145.00
			<u>0.562</u>	=	<u>\$ 3,259.60</u>

Maintenance	5,800	x	\$ 0.562	=	\$ 3,259.60
Administrative Fee	\$ 3,259.60	x	\$ 0.100	=	\$ 325.96
County Fee	54	@	\$1.00/per lot	=	\$ 54.00
Reserves 15% of total cost of maintenance				=	\$ 488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 4,128.50</u>

Estimated Cost Per Year:	<u>\$ 4,128.50</u>	=	\$ 76.45
	54		

2024/2025 Assessment	<u>\$ 4,334.93</u>	=	\$ 80.28
	54		

2025/2026 Assessment	<u>\$ 4,781.10</u>	=	\$ 88.54
	54		

District No. 17 - Orchard Ridge Phase 6 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 372.09

Maintenance:		Lighting	7 ea. @ 5,800 lumens
Project Management:		32	lots
Fund Balance:	\$	96.22	

1. Utilities	7 ea. @ 5,800 lumens	@ \$	104.16	=	\$	729.12
2. Printing	1	@ \$	50.00	=	\$	50.00
					\$	<u>779.12</u>

Maintenance	\$	779.12	x	1	=	\$	779.12
Administrative Fee	\$	779.12	x	\$ 0.10	=	\$	77.91
County Fee		32	x	\$1.00/per lot	=	\$	32.00
Reserves 15% of total cost of maintenance					=	\$	116.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	<u>1,005.90</u>

Estimated Cost Per Year	\$	<u>1,005.90</u>	=	\$	31.43
		32			

2024/2025 Assessment	\$	<u>633.36</u>	=	\$	19.78
		32			

2025/2026 Assessment	\$	<u>377.67</u>	=	\$	11.79
		32			

District No.19 - William Ranch Phase 1 Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 7,449.74
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Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	lots
Fund Balance:	\$ (3,259.50)	

Maintenance:						
1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	41		x	\$1.00/per lot	=	\$ 41.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 325.95
						<u>\$ 6,372.59</u>

Estimated Cost Per Year	<u>\$ 6,372.59</u>	=	\$ 155.43
	41		

2024/2025 Assessment	<u>\$ 7,027.83</u>	=	\$ 171.40
	41		

2025/2026 Assessment	<u>\$ 7,561.49</u>	=	\$ 184.43
	41		

District No. 20 - West View Place Subdivision
Fiscal Year 2020/2021

Actual Accumulated Costs 2023/2024 \$ 180.54

Maintenance:	Lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$0.00	

1. Utilities	3 @ 5,800 lumens	@ \$	30.21	=	\$ 90.63
	1 @ 9,500 lumens	@ \$	36.27	=	\$ 36.27
2. Printing		1 @ \$	50.00	=	\$ 50.00
					<u>\$ 176.90</u>

Maintenance	\$	176.90	x	1	=	\$ 176.90
Administrative Fee	\$	176.90	x \$	0.10	=	\$ 17.69
County Fee		10	x	\$1.00/per lot	=	\$ 10.00
Reserves 15% of total cost of maintenance						\$ 26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						<u>\$ 231.13</u>

Estimated Cost Per Year	<u>\$</u>	<u>231.13</u>	=	<u>\$</u>	<u>23.11</u>
		10			
2024/2025 Assessment		<u>\$0.00</u>	=		\$0.00
		10			
2025/2026 Assessment	<u>\$</u>	<u>183.25</u>	=	<u>\$</u>	18.32
		10			

District No. 22 - Meadowood Phase 2 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,427.21
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Maintenance:	4,940	sq. ft. of landscaping area
Lighting:	14	ea. @ 5,800 lumens
	3	ea. @ 9,500 lumens
	2	ea. @ 16,000 lumens
Project Management:	55	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	4,940	sq.ft	@	\$ 0.210	=	\$	1,037.40
2. Graffiti Maintenance	4,940	sq.ft	@	\$ 0.090	=	\$	444.60
3. Tree Maintenance	4,940	sq.ft	@	\$ 0.120	=	\$	592.80
4. Postage	4,940	sq.ft	@	\$ 0.075	=	\$	370.50
5. Utilities	4,940	sq.ft	@	\$ 0.470	=	\$	2,321.80
6. Printing	4,940	sq.ft	@	\$ 0.020	=	\$	98.80
				<u>\$ 0.985</u>	=	<u>\$</u>	<u>4,865.90</u>

Maintenance	4,940	sq.ft.	x	\$ 0.985	=	\$	4,865.90
Administrative Fee	\$ 4,865.90		x	\$ 0.100	=	\$	486.59
County Fee	55		x	\$1.00/per lot	=	\$	55.00
Reserves 15% of total cost of maintenance					=	\$	729.89
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						<u>\$</u>	<u>6,137.38</u>

Estimated Cost Per Year	<u>\$ 6,137.38</u>	=	\$	111.59
	55			

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	55		

2025/2026 Assessment	<u>\$ 2,463.62</u>	=	\$	44.79
	55			

District No. 23 - River View Estates Phase 3 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 551.35

Maintenance:	lighting	11 ea. @ 5,800 lumens	
Project Management:	66	lots	
Fund Balance:	\$ 420.00		

1. Utilities	11 @ 5,800 lumens	@	\$ 104.1600	=	\$ 1,145.76
2. Printing/ Postage	1	@	\$ 75.0000	=	\$ 75.00
					\$ 1,220.76

Maintenance	\$ 1,220.76	x	1	=	\$ 1,220.76
Administrative Fee	\$ 1,220.76	x	\$ 0.10	=	\$ 122.08
County Fee	66	x	\$1.00/per lot	=	\$ 66.00
Reserves 15% of total cost of maintenance				=	\$ 183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 1,591.95

Estimated Cost Per Year	\$ 1,591.95		=		\$ 24.12
	66				

2024/2025 Assessment	\$ 840.44		=		\$ 12.72
	66				

2025/2026 Assessment	\$ 840.44		=		\$ 12.72
	66				

District No. 24 - Orchard Ridge Phase 8 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 3,487.44
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Maintenance:	3,538	sq.ft. of landscaping area
Project Management:	44	lots
Fund Balance:	\$ (14,038.42)	

Maintenance:						
1. Landscape	3,538	sq.ft.	@	\$ 0.190	=	\$ 672.22
2. Utilities	3,538	sq.ft.	@	\$ 0.360	=	\$ 1,273.68
3. Repair/Maintenance	3,538	sq.ft.	@	\$ 0.030	=	\$ 106.14
4. Tree Maintenance	3,538	sq.ft.	@	\$ 0.050	=	\$ 176.90
5. Printing/Postage	3,538	sq.ft.	@	\$ 0.021	=	\$ 75.01
				<u>\$ 0.651</u>	=	<u>\$ 2,303.95</u>

Maintenance	3,538	sq.ft.	x	\$ 0.651	=	\$ 2,303.95
Administrative Fee	\$ 2,303.95		x	\$ 0.10	=	\$ 230.39
County Fee	44		x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					=	\$ 345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,403.84
						<u>\$ 4,327.77</u>

Estimated Cost Per Year	<u>\$ 4,327.77</u>	=	\$ 98.36
	44		

2024/2025 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.24
	44		

2025/2026 Assessment	<u>\$ 3,539.75</u>	=	\$ 80.44
	44		

District No. 25 - Casas del Rio Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 16,625.08

Maintenance:	55,950	sq. ft. of landscaping area
Project Management:	118	lots
Fund Balance:	\$ 4,221.32	

Maintenance:

1. Landscape	55,950	sq.ft.	@	\$ 0.150	=	\$ 8,392.50
2. Utilities	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.070	=	\$ 3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	\$ 0.020		\$ 1,119.00
5. Printing/Postage	55,950	sq.ft.	@	\$ 0.00135	=	\$ 75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75
				<u>\$ 0.306</u>		<u>\$ 17,140.28</u>

Maintenance	55,950	sq.ft.	x	0.306	=	\$ 17,140.28
Administrative Fee	\$ 17,140.28		x	\$ 0.10	=	\$ 1,714.03
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves 15% of total cost of maintenance					=	\$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 21,543.35</u>

Estimated Cost Per Year	<u>\$ 21,543.35</u>	=	\$ 182.57
	118		
2024/2025 Assessment	<u>\$ 22,610.32</u>	=	\$ 191.61
	118		
2025/2026 Assessment	<u>\$ 16,874.46</u>	=	\$ 143.00
	118		

District No. 27 - New Expressions Phase 3 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	405.72
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Maintenance:	748	sq. ft. of landscaping area berm, wall, playground (30%)	
Lighting:	11	ea. @ 5,800 lumens	
Project Management:	50	lots	
Fund Balance:	-\$227.15		

Maintenance:									
1. Landscape	748	sq.ft	@	\$	1.170	=	\$	875.16	
2. Graffiti Maintenance	748	sq.ft	@	\$	0.090	=	\$	67.32	
3. Tree Maintenance	748	sq.ft	@	\$	0.150	=	\$	112.20	
4. Postage	748	sq.ft	@	\$	0.075	=	\$	56.10	
5. Utilities	748	sq.ft	@	\$	0.250	=	\$	187.00	
6. Printing	748	sq.ft	@	\$	0.020	=	\$	14.96	
				\$	1.755	=	\$	1,312.74	

Maintenance	748	sq.ft.	x	\$	1.755	=	\$	1,312.74
Administrative Fee	\$ 1,312.74		x	\$	0.100	=	\$	131.27
County Fee	50		x	\$1.00/per lot		=	\$	50.00
Reserves 15% of total cost of maintenance						=	\$	196.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	-
				\$			\$	1,690.93

Estimated Cost Per Year	<u>\$</u>	<u>1,690.93</u>	=	\$	33.82
		50			
 2024/2025 Assessment		<u>\$0.00</u>	=		\$0.00
		50			
 2025/2026 Assessment		<u>\$</u>		<u>1,690.93</u>	= \$ 33.82
		50			

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 16,824.01

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall	
Lighting:	32	23 ea. @ 5,800 lumens	
		4 ea. @ 9,500 lumens	
		5 ea. @ 16,000 lumens	
Project Management:	56	lots	
Fund Balance:	\$ (10,849.10)		

Maintenance:							
1. Landscape	26,639	sq.ft.	@	\$	0.0600	=	\$ 1,598.34
2. Utilities	26,639	sq.ft.	@	\$	0.1200	=	\$ 3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@	\$	0.0200		\$ 532.78
4. Graffiti Maintenance	26,639	sq.ft.	@	\$	0.0059	=	\$ 157.17
5. Tree Maintenance	26,639	sq.ft.	@	\$	0.0040	=	\$ 106.56
6. Printing/Postage	26,639	sq.ft.	@	\$	0.00282	=	\$ 75.12
				\$	<u>0.2127</u>		<u>\$ 5,666.65</u>

Maintenance	26,639	sq.ft.	x	\$	0.21272	=	\$ 5,666.65
Administrative Fee	\$ 5,666.65		x	\$	0.10	=	\$ 566.67
County Fee	56		x	\$1.00/per lot		=	\$ 56.00
Reserves 15% of total cost of maintenance						=	\$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$ 1,084.91
							<u>\$ 8,224.22</u>

Estimated Cost Per Year	<u>\$ 8,224.22</u>	=	\$ 128.98
	56		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	56		

2025/2026 Assessment	<u>\$ 17,076.37</u>	=	\$ 304.94
	56		

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 4,929.64

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	lots
Fund Balance:	\$ (19,382.75)	

Maintenance:						
1. Landscape	6,512	sq.ft.	@	\$ 0.190	=	\$ 1,237.28
2. Utilities	6,512	sq.ft.	@	\$ 0.080	=	\$ 520.96
3. Repair/Maintenance	6,512	sq.ft.	@	\$ 0.040	=	\$ 260.48
4. Tree Maintenance	6,512	sq.ft.	@	\$ 0.130	=	\$ 846.56
5. Printing/Postage	6,512	sq.ft.	@	\$ 0.0115	=	\$ 74.89
6. Graffiti Maintenance	6,512	sq.ft.	@	\$ 0.025	=	\$ 162.80
				<u>\$ 0.477</u>		<u>\$ 3,102.97</u>

Maintenance	6,512	sq.ft.	x	\$ 0.477	=	\$ 3,102.97
Administrative Fee	\$ 3,102.97		x	\$ 0.10	=	\$ 310.30
County Fee	85		x	\$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance					=	\$ 465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,938.28
						<u>\$ 5,901.99</u>

Estimated Cost Per Year	<u>\$ 5,901.99</u>	=	\$ 69.44
	85		
2024/2025 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		
2025/2026 Assessment	<u>\$ 5,901.99</u>	=	\$ 69.44
	85		

District No. 32 - Sunrise Villa Phase 1-3 Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	641.02
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Maintenance:	lighting:	13 ea. @ 5,800 lumens
Project Management:	54	lots
Fund Balance:	\$	625.40

1. Utilities	13 @ 5,800 lumens	@ \$	30.2100	=	\$	392.73
2. Printing	1	@ \$	50.0000	=	\$	50.00
					\$	<u>442.73</u>

Maintenance	\$	442.73	x	1	=	\$	442.73
Administrative Fee	\$	442.73	x	\$ 0.10	=	\$	44.27
County Fee		54	x	\$1.00/per lot	=	\$	54.00
Reserves 15% of total cost of maintenance					=	\$	66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	<u>607.41</u>

Estimated Cost Per Year	\$	<u>607.41</u>	=	\$	11.25
		54			

2024/2025 Assessment	\$	<u>540.00</u>	=	\$	10.00
		54			

2025/2026 Assessment	\$	<u>650.64</u>	=	\$	12.05
		54			

District No. 33 - New Expressions Phase 4 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023-2024	\$	790.20
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Maintenance:	220	ft. of wall
Lighting:	11	ea. @ 5,800 lumens
	2	ea. @ 9,500 lumens
Project Management:	58	lots
Fund Balance:	\$ 105.34	

1. Utilities	11 @ 5,800 lumens	@	\$ 104.160	=	\$ 1,145.76
	2 @ 9,500 lumens	@	\$ 125.160	=	\$ 250.32
2. Printing/Postage	1 @	\$ 75.000	=	\$ 75.00	
					\$ 1,471.08

Maintenance	\$ 1,471.08	x	1	=	\$ 1,471.08
Administrative Fee	\$ 1,471.08	x	\$ 0.10	=	\$ 147.11
County Fee	58	x	\$1.00/per lot	=	\$ 58.00
Reserves 15% of total cost of maintenance					\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					\$ 1,896.85

Estimated Cost Per Year	\$ 1,896.85	=	\$ 32.70
	58		

2024/2025 Assessment	\$ 752.44	=	\$ 12.96
	58		

2025/2026 Assessment	\$ 802.05	=	\$ 13.82
	58		

District No. 34 - Meadow Breeze Phase 2 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024

\$ 461.73

Maintenance:	Lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens
Project Management:		78 lots
Fund Balance:	\$	(2,652.63)

1. Utilities	14 @ 5,800 @	\$	104.16	=	\$ 1,458.24
	5 @ 9,500 @	\$	125.06	=	\$ 625.30
2. Printing/Postage	1 @	\$	75.00	=	\$ 75.00
					<u>\$ 2,158.54</u>

Maintenance	\$	2,158.54	x	1	=	\$ 2,158.54
Administrative Fee	\$	2,158.54	x	\$ 0.10	=	\$ 215.85
County Fee		78	x	\$1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance					=	\$ 323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 265.26
						<u>\$ 3,041.44</u>

Estimated Cost Per Year	\$	<u>3,041.44</u>	=	\$ 38.99
		78		

2024/2025 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

2025/2026 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

District No. 35 - Meadow Breeze Phase 1 Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 965.72
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Maintenance:	lighting:	9 ea @ 5,800 lumens
Project Management:	44	lots
Fund Balance:	\$ (2,590.90)	

1. Utilities	9 lumens @ \$	104.16	=	\$ 937.44
2. Printing/Postage	1 @ \$	75.00	=	\$ 75.00
				<u>\$ 1,012.44</u>

Maintenance	\$ 1,012.44	x	1	=	\$ 1,012.44
Administrative Fee	\$ 1,012.44	x	\$ 0.10	=	\$ 101.24
County Fee	44	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 259.09
					<u>\$ 1,568.64</u>

Estimated Cost Per Year	<u>\$ 1,568.64</u>	=	\$ 35.65
	44		

20234/2025 Assessment	<u>\$ 1,001.39</u>	=	\$ 22.76
	44		

2025/2026 Assessment	<u>\$ 1,568.64</u>	=	\$ 35.65
	44		

District No. 37 - River View Phase 4 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024	\$	224.11
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Maintenance: Lighting:	5	ea.	@	5,800 lumens	
Project Management:	17				lots
Fund Balance:	\$			260.13	

1. Utilities	5 @ 5,800 lumens	@	\$	52.0800	=	\$	260.04	
2. Printing		1	@	\$	50.0000	=	\$	50.00
3. Postage		17	@	\$	0.4900	=	\$	8.33
							\$	318.37

Maintenance	\$	318.17	x	1	=	\$	318.17	
Administrative Fee	\$	318.37	x	\$	0.10	=	\$	31.84
County Fee			17	x	\$1.00/per lot	=	\$	17.00
Reserves 15% of total cost of maintenance						=	\$	47.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	-
							\$	414.76

Estimated Cost Per Year	\$	414.76	=	\$	24.40
		17			

2024/2025 Assessment	\$	0.00	=	\$	0.00
		17			

2025/2026 Assessment	\$	227.47	=	\$	13.38
		17			

District No. 38 - Ranch Victoria, Phase One Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 534.08
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Maintenance:	lighting:	2 ea. lumens @ 5,800
Project Management:	6	lots
Fund Balance:	\$	(757.58)

1. Utilities	2 lumens @ \$	104.16	=	\$	208.32
2. Printing/Postage	1 @ \$	75.00	=	\$	75.00
				<u>\$</u>	<u>283.32</u>

Maintenance	\$	283.32	x	1	=	\$	283.32
Administrative Fee	\$	283.32	x	\$ 0.10	=	\$	28.33
County Fee		6	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance					=	\$	42.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	75.76
						<u>\$</u>	<u>435.91</u>

Estimated Cost Per Year	<u>\$</u>	<u>435.91</u>	=	\$	72.65
		6			

2024/2025 Assessment	<u>\$</u>	<u>529.89</u>	=	\$	88.32
		6			

2025/2026 Assessment	<u>\$</u>	<u>542.09</u>	=	\$	90.35
		6			

District 39 - Williams Ranch Phase 4 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$	761.97
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Maintenance: Lighting:	17 @ 5,800 lumens each
Project Management:	59 lots
Fund Balance:	\$ (600.04)

1. Utilities	17 lights @ \$	104.16	=	\$	1,770.72
2. Printing/Copying	1 @ \$	50.00	=	\$	50.00
				\$	<u>1,820.72</u>

Maintenance	\$	1,820.72	x	1	=	\$	1,820.72	
Administrative Fee	\$	1,820.72	x	\$	0.10	=	\$	182.07
County Fee		59	x	\$1.00/per lot	=	\$	59.00	
Reserves 15% of total cost of maintenance					=	\$	273.11	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	60.00	
						\$	<u>2,394.90</u>	

Estimated Cost Per Year	\$	<u>2,394.90</u>	=	\$	40.59
		59			

2024/2025 Assessment	\$	<u>\$0.00</u>	=	\$	\$0.00
		59			

2025/2026 Assessment	\$	<u>773.40</u>	=	\$	13.11
		59			

District No. 40 - Amalene Estates Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 5,358.32

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	17	16 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	25	lots
Fund Balance:	\$ 6.62	

Maintenance:						
1. Landscape	5,445	sq.ft.	@	\$ 0.400	=	\$ 2,178.00
2. Utilities	5,445	sq.ft.	@	\$ 0.250	=	\$ 1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	=	\$ 217.80
4. Tree Maintenance	5,445	sq.ft.		\$ 0.040		\$ 217.80
5. Printing/Postage	5,445	sq.ft.	@	\$ 0.0138		\$ 75.14
				<u>\$ 0.744</u>		<u>\$ 4,049.99</u>

Maintenance	5,445	sq.ft.	x	\$ 0.744	=	\$ 4,051.08
Administrative Fee	\$ 4,049.99		x	\$ 0.10	=	\$ 405.00
County Fee	25		x	\$1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 5,088.58</u>

Estimated Cost Per Year	<u>\$ 5,088.58</u>	=	\$ 203.54
	25		

2024/2025 Assessment	<u>\$ 5,560.82</u>	=	\$ 222.43
	25		

2025/2026 Assessment	<u>\$ 5,438.69</u>	=	\$217.55
	25		

District No. 43 - Sierra Meadows Phase 2 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 11,562.05

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots
Fund Balance:	\$ (3,857.59)	

Maintenance:						
1. Landscape	27,960	sq. ft.	@	\$ 0.150	=	\$ 4,194.00
2. Utilities	27,960	sq.ft.	@	\$ 0.071	=	\$ 1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$ 0.006	=	\$ 164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$ 0.004	=	\$ 111.84
5. Printing/Postage	27,960	sq.ft.	@	\$ 0.0027	=	\$ 75.49
				<u>\$ 0.234</u>		<u>\$ 6,539.84</u>

Maintenance	27,960	sq.ft.	x	\$ 0.234	=	\$ 6,539.84
Administrative Fee	\$ 6,539.84		x	\$ 0.10	=	\$ 653.98
County Fee	61		x	\$1.00/per lot	=	\$ 61.00
Reserves 15% of total cost of maintenance					=	\$ 980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 385.76
						<u>\$ 8,621.56</u>

Estimated Cost Per Year	<u>\$ 8,621.56</u>	=	\$ 141.34
	61		
2024/2025 Assessment	<u>\$ 12,154.17</u>	=	\$ 199.24
	61		
2025/2026 Assessment	<u>\$ 12,154.17</u>	=	\$ 199.26
	61		

District No. 46 - Moorea Manor
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 3,912.90

Maintenance:	1,460	sq. ft. of landscaping area,	286 ft. of wall	
Lighting:	4	4 ea. @	5,800 lumens	
Project Management:	16	lots		
Fund Balance:	\$ 3,738.65			

Maintenance:					
1. Landscape	1,460	sq.ft.	@	\$ 1.850	= \$ 2,701.00
2. Utilities	1,460	sq.ft.	@	\$ 0.500	= \$ 730.00
3. Printing/Postage	1,460	sq.ft.	@	\$ 0.052	= \$ 75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	\$ 0.140	= \$ 204.40
				\$ 2.542	\$ 3,711.32

Maintenance	1,460	sq.ft.	x	2.542	= \$ 3,711.32
Administrative Fee	\$ 3,711.32		x	\$ 0.10	= \$ 371.13
County Fee	16		x	\$1.00/per lot	= \$ 16.00
Reserves 15% of total cost of maintenance					= \$ 556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= \$ -
					\$ 4,655.15

Estimated Cost Per Year	\$ 4,655.15		=	\$ 290.95
	16			

2024/2025 Assessment	\$ 5,654.28		=	\$ 353.39
	16			

2025/2026 Assessment	\$ 3,971.59		=	\$ 248.22
	16			

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 4,686.18

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ (2,137.33)	

Maintenance:						
1. Landscape	4,560	sq.ft.	@	\$ 0.190	=	\$ 866.40
2. Utilities	4,560	sq.ft.	@	\$ 0.250	=	\$ 1,140.00
3. Repair/Maintenance	4,560	sq.ft.	@	\$ 0.030	=	\$ 136.80
4. Tree Maintenance	4,560	sq.ft.	@	\$ 0.150	=	\$ 684.00
5. Printing/Postage	4,560	sq.ft.	@	\$ 0.0166	=	\$ 75.70
6. Graffiti Maintenance	4,560	sq.ft.	@	\$ 0.090	=	\$ 410.40
				<u>\$ 0.727</u>	=	<u>\$ 3,313.30</u>

Maintenance	4,560	sq.ft.	x	\$ 0.727	=	\$ 3,313.30
Administrative Fee	\$ 3,313.30		x	\$ 0.10	=	\$ 331.33
County Fee	90		x	\$1.00/per lot	=	\$ 90.00
Reserves 15% of total cost of maintenance					=	\$ 496.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 213.73
						<u>\$ 4,445.35</u>

Estimated Cost Per Year	<u>\$ 4,445.35</u>	=	\$ 49.39
	90		

2024/2025 Assessment	<u>\$ 2,998.52</u>	=	\$ 33.32
	90		

2025/2026 Assessment	<u>\$ 4,756.47</u>	=	\$ 52.84
	90		

District No.53 - Trooper Terrace Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,442.44
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Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (554.50)	

Maintenance:							
1. Landscape	4,414	sq.ft.	@	\$ 0.090	=	\$ 397.26	
2. Graffiti Maintenance	4,414	sq.ft.	@	\$ 0.050	=	\$ 220.70	
3. Tree Maintenance	4,414	sq.ft.	@	\$ 0.080	=	\$ 353.12	
4. Printing/Postage	4,414	sq.ft.	@	\$ 0.017	=	\$ 75.04	
5. Utilities	4,414	sq.ft.	@	\$ 0.250	=	\$ 1,103.50	
6. Repair/Maintenance	4,414	sq.ft.	@	\$ 0.030	=	\$ 132.42	
				<u>\$ 0.517</u>	=	<u>\$ 2,282.04</u>	

Maintenance	4,414	sq.ft.	x	\$ 0.517	=	\$ 2,282.04
Administrative Fee	\$ 2,282.04		x	\$ 0.10	=	\$ 228.20
County Fee	17		x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 55.45
						<u>\$ 2,925.00</u>

Estimated Cost Per Year	<u>\$ 2,925.00</u>	=	\$ 172.06
	17		

2024/2025 Assessment	<u>\$ 1,500.55</u>	=	\$ 88.26
	17		

2025/2026 Assessment	<u>\$ 2,479.08</u>	=	\$ 145.83
	17		

Westwood Estates Consolidated
District No. 1 - Westwood Estates Subdivision
Annexation No. 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 40,403.67

Maintenance:	47,462	sq. ft. of landscaping area
Lighting:	16	12 ea. @ 5,800 lumens
		4 ea. @ 16,000 lumens
Project Management:	204	lots
Fund Balance:	\$ (10,250.45)	

Maintenance:						
1. Landscape	47,462	sq.ft.	@	\$ 0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft.	@	\$ 0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft.	@	\$ 0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft.	@	\$ 0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				\$ 0.402		\$ 19,060.74

Maintenance	47,462	sq.ft.	x	\$ 0.40	=	\$ 19,060.74
Administrative Fee	\$ 19,060.74		x	\$ 0.10	=	\$ 1,906.07
County Fee	204		x	\$1.00/per lot	=	\$ 204.00
Reserves 15% of total cost of maintenance					=	\$ 2,859.11
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 1,025.05
						<u>\$ 25,054.97</u>

Estimated Cost Per Year	<u>\$25,054.97</u>	=	\$ 122.82
	204		

2024/2025 Assessment	<u>\$41,089.50</u>	=	\$ 201.42
	204		

2025/2026 Assessment	<u>\$41,089.50</u>	=	\$ 201.42
	204		

This concludes the 2025/2026 Landscape and Lighting District Engineer's Report.
 Javier Sanchez, Jr., 70356

Annexation No. 3 - Porter Creek
District No. 2 - North Creek
District No. 6 - Creekview
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 30,557.87

Maintenance:	125,477		sq.ft. of landscaping
Project Management:	298		lots
Fund Balance:	\$ 16,449.79		

Maintenance:					
1. Landscape/Tree Maintenance	125,477	@	\$ 0.125	=	\$ 15,684.63
2. Graffiti Maintenance	125,477	@	\$ 0.02	=	\$ 2,509.54
3. Postage	125,477	@	\$ 0.005	=	\$ 627.39
4. Utilities	125,477	@	\$ 0.06	=	\$ 7,528.62
5. Printing	125,477	@	\$ 0.005	=	\$ 627.39
6. Repair/Maintenance	125,477	@	\$ 0.010	=	\$ 1,254.77
			\$ 0.225	=	\$ 28,232.33

Maintenance	125,477		\$ 0.225	=	\$ 28,232.33
Administrative Fee	\$ 28,232.33	x	\$ 0.10	=	\$ 2,823.23
County Fee	298	@	\$1.00/per lot	=	\$ 298.00
Reserves 15% of total cost of maintenance				=	\$ 4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 35,587.40

Estimated Cost Per Year	\$35,587.40		298	=	\$ 119.42
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2024/2025 Assessment	\$20,005.40		298	=	\$ 67.13
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2025/2026 Assessment	\$31,016.24		298	=	\$ 104.08
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District 54 - Cambria Windsor Court Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	4,711.65
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Maintenance:	33,256		sq.ft. of landscaping
Project Management:	80		lots, lighting 11 ea. @ 5,800 lumens
Fund Balance:	\$ 1,663.86		

Maintenance:					
1. Landscape/Tree Maintenance	33,256	@	\$ 0.12	=	\$ 3,990.72
2. Grafitti Maintenance	33,256	@	\$ 0.03	=	\$ 831.40
3. Tree Maintenance	33,256	@	\$ 0.05	=	\$ 1,496.52
4. Postage/Printing	33,256	@	\$ 0.00	=	\$ 99.77
5. Utilities	33,256	@	\$ 0.06	=	\$ 1,995.36
6. Repair/Maintenance	33,256	@	\$ 0.05	=	\$ 1,662.80
			0.303	=	\$ 10,076.57

Maintenance	33,256		\$ 0.303	=	\$ 10,076.57
Administrative Fee	\$ 10,076.57	x	\$ 0.100	=	\$ 1,007.66
County Fee	80	@	\$1.00/per lot	=	\$ 80.00
Reserves 15% of total cost of maintenance				=	\$ 1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 12,675.71

Estimated Cost Per Year:	\$ 12,675.71	=	\$ 158.45
	80		

2024/2025 Assessment	\$ 4,137.22	=	\$ 51.72
	80		

2025/2026 Assessment	\$ 4,782.32	=	\$ 59.78
	80		

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-2026 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1."
4. La Vida Park Subdivision green belt includes street lighting and landscaping east on Plum Way Street and the entries east along Beverly Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."
5. Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
6. Northpointe includes Subdivision lighting located south of Westfield Avenue and east of Matthew Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to LLMD No. 1."
7. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1."
8. New Horizons Phase One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1."
9. Sunrise Estates 6 Unit One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1."
10. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
11. New Horizons Phase Two Subdivision includes lighting located on the corner of Indiana Street and Springville Avenue, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 16 to Landscape and Lighting Maintenance District No. 1."
12. Castle Woods Phase 1 Subdivision includes landscape and lighting maintenance more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1."

13. North Creek Estates located on Westwood north of Westfield, includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.
14. New Expressions Phase One Subdivision includes lighting only located along Indiana Street between Springville Avenue and Cleo Avenue, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 3.
15. River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.
16. Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
17. Creekview Estates Subdivision located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.
18. Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.
19. River Breeze Subdivision located on Newcomb Street, Patsy Street and Springs Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 8.
20. Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.
21. River Ranch Phase 3 located along Newcomb Street, Lloyd Avenue and Patsy Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 13.
22. River Springs Phase 2 Subdivision located on River Avenue, Beverly Street, Date Avenue and River Springs Drive includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 14.
23. Meadowood, Phase 1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.
24. New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail includes landscape and lighting maintenance

- and more particularly described on maps which are on file in the City Clerk's office entitled District No. 16.
25. Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street. includes lighting and more particularly described on maps which are on file in the City Clerk's office entitled District No. 17.
 26. Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.
 27. West View Place located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.
 28. Meadowood Phase 2 Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 22.
 29. Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street includes lighting maintenance and more particularly described on maps which are on maps which are on file in the City Clerk's office entitled District No. 23.
 30. Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
 31. Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 25.
 32. New Expressions Phase 3 Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 27.
 33. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 30.

34. Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
35. Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue, more particularly described on maps which are on file in the City Clerk's office entitled District No. 32.
36. Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 33
37. Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.
38. Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.
39. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 37.
40. Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.
41. District No. 39 = Right-of-way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 39.
42. Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.
43. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Nesa Oak and Pearson Streets
44. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

45. District No. 47 = Chelsea Glen Subdivision located along Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St.
46. District No. 53 = Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 53.
47. Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street includes landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 54.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 69-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
5. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 80-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 16 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 33-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
12. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape and Lighting Maintenance District No. I heretofore approved by the City Council of said City by Resolution No. 56-96 indication by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
13. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.
14. All that certain "Map of Landscape and Lighting District No. 3" heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
17. All that certain "Map of Landscape and Lighting District No. 6" heretofore approved by the City Council of said City by Resolution No.89-99 indicating by said boundary line

the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

18. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
19. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No.120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
20. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
21. All that certain "Map of Landscape and Lighting District No 13" heretofore approved by the City Council of said City by Resolution No. 133-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
22. All that certain "Map of Landscape and Lighting District No. 14" heretofore approved by the City Council of said City by Resolution No. 166-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
23. All that certain "Map of Landscape and Lighting District No. 15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
24. All that certain "Map of Landscape and Lighting District No. 16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
25. All that certain "Map of Landscape and Lighting District No. 17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

26. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
27. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 20," heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
28. All that certain "Map of Landscape and Lighting District No. 22" heretofore approved by the City Council of said City by Resolution No. 93-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
29. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
30. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
31. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No. 58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
32. All that certain "Map of Landscape and Lighting District No. 27" heretofore approved by the City Council of said City by Resolution No. 60-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
33. All that certain territory of the City of Porterville included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 30," heretofore approved by the City Council of said City by Resolution No. 52-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
35. All that certain "Map of Landscape and Lighting District No. 32" heretofore approved by the City Council of said City by Resolution No. 52-2006 and Resolution No. indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
36. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 33," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
37. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
38. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.
39. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
40. All that certain "Map of Landscape and Lighting District No. 38" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
41. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
42. All that certain territory of the City of Porterville, included within the exterior boundary

shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

43. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
44. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No.91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
45. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 47" heretofore approved by the City Council of said City by Resolution No. 46-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
46. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
47. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 54" heretofore approved by the City Council of said City by Resolution No. 64-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2025-2026 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2025-2026 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 15th day of July 2025, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 17th day of June, 2025.

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

By: _____
Fernando Gabriel-Moraga, Acting Chief Deputy City Clerk

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 7,649.09

Maintenance: 22,100 sq.ft. of landscaping area
 Project Management: 22 lots, plus remainder parcel
 Fund Balance: \$2,375.33

Maintenance:						
1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 77.35
				<u>\$ 0.449</u>	=	<u>\$ 9,911.85</u>

Maintenance	22,100	sq.ft.	x	\$ 0.449	=	\$ 9,911.85
Administrative Fee	\$ 9,911.85		x	\$ 0.10	=	\$ 991.19
County Fee	22		x	\$1.00/lot	=	\$ 22.00
Reserves 15% of total cost of maintenance					=	\$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 12,411.81

FORMULA FOR ASSESSMENT

A = Assessment per lot = $\frac{\text{Total Assessment} - F}{L}$
 L = Number of lots
 F = Assessment for remainder parcel

The 2024/2025 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

2024/2025 Assessment $F = \$8,000$ (max assessment) $\times .20 = \$1,600.00$ for remainder
 $A = (8,000 - 1600) / 22 = \290.90 per lot in Unit One

2025/2026 Assessment $F = \$12,411.81 \times .20 = \$2,482.36$ for remainder
 $A = (\$12,411.81 - \$2,482.36) / 22 = \$451.33$ per lot in Unit One

Annexation No. 4 - La Vida Park
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 6,081.23

Maintenance: 3,790 sq. ft. of landscaping area, 437 feet of wall
 Project Management: 17 lots
 Fund Balance: \$ (2,697.00)

Maintenance:						
1. Landscape	3,790	sq.ft.	@	\$ 0.450	=	\$ 1,705.50
2. Utilities	3,790	sq.ft.	@	\$ 0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@	\$ 0.150	=	\$ 568.50
4. Tree Maintenance	3,790	sq.ft.	@	\$ 0.100	=	\$ 379.00
5. Printing/Postage	3,790	sq.ft.	@	\$ 0.020	=	\$ 75.80
				<u>\$ 1.120</u>	=	<u>\$ 4,244.80</u>

Maintenance	3,790	sq.ft.	x	\$ 1.120	=	\$ 4,244.80
Administrative Fee	\$ 4,244.80		x	\$ 0.10	=	\$ 424.48
County Fee	17		x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 269.70
						<u>\$ 5,592.70</u>

Estimated Cost Per Year	<u>\$ 5,592.70</u>	=	\$ 328.98
	17		

2024/2025 Assessment	<u>\$ 2,469.42</u>	=	\$ 145.26
	17		

2025/2026 Assessment	<u>\$ 6,172.45</u>	=	\$ 363.09
	17		

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 919.92

Maintenance:	Lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$793.67	

1. Utilities	6 @ 5,800 lumens	x	\$	104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$	125.16	=	\$ 1,376.76
2. Printing/Postage	1 @	x	\$	75.00	=	\$ 300.00
						\$ 2,301.72

Maintenance	\$2,301.72	x		1	=	\$ 2,301.72
Administrative Fee	\$2,076.72	x	\$	0.10	=	\$ 207.67
County Fee	81	x	\$1.00/per lot		=	\$ 81.00
Reserves 15% of total cost of maintenance						\$ 345.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 2,935.65

Estimated Cost Per Year	\$	<u>2,935.65</u>	=	\$	36.24
		81			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	12.90
		81			

2025/2026 Assessment	\$	<u>933.72</u>	=	\$	11.52
		81			

Annexation No. 10 - Westview Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 4,396.30

Maintenance:	1,307	sq. ft. of landscaping area	
Lighting	4	ea. @ 5,800 lumens	
Project Management:	16	lots	
Fund Balance:	\$ (1,534.01)		

Maintenance:							
1. Landscape	1,307	sq.ft.	@	\$	0.600	=	\$ 784.20
2. Utilities	1,307	sq.ft.	@	\$	0.400	=	\$ 522.80
3. Repair/Maintenance	1,307	sq.ft.	@	\$	0.300	=	\$ 392.10
4. Printing/Postage	1,307	sq.ft.	@	\$	0.058	=	\$ 75.81
				\$	1.358	=	\$ 1,774.91

Maintenance	1,307	sq.ft.	x	\$	1.358	=	\$ 1,774.91
Administrative Fee	\$ 1,774.91		x	\$	0.10	=	\$ 177.49
County Fee	16		x	\$1.00/per lot		=	\$ 16.00
Reserves 15% of total cost of maintenance						=	\$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$ 153.40
							\$ 2,388.04

Estimated Cost Per Year	\$ 2,388.04			= \$ 149.25
	16			

2024/2025 Assessment	\$ 1,824.30			= \$ 114.02
	16			

2025/2026 Assessment	\$ 4,462.24			= \$ 278.89
	16			

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 941.33

Maintenance:		Lighting:	6 ea. @ 5,800 lumens
			11 ea. @ 9,500 lumens
			2 ea. @ 16,000 lumens
Project Management:	62		lots
Fund Balance:	\$ (1,120.60)		

1. Utilities	6 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$ 163.68	=	\$ 327.36
2. Printing/Postage	1 @	\$	75.000	=	\$ 75.00
					\$ 2,404.08

Maintenance	\$ 2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$ 2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee	62	x	\$1.00/per lot	=	\$ 62.00
Reserves 15% of total cost of maintenance				=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 112.06
					\$ 3,179.16

Estimated Cost Per Year	\$	<u>3,179.16</u>	=	\$ 51.28
		62		

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$ 16.60
		62		

2025/2026 Assessment	\$	<u>955.45</u>	=	\$ 15.41
		62		

Annexation No. 12 - Sunrise Estates Phase 6 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 405.72
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Maintenance:	2,840	sq. ft. of landscaping area
Lighting:	7	ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	2,840	sq.ft	@	\$ 0.019	=	\$ 53.96	
2. Graffiti Maintenance	2,840	sq.ft	@	\$ 0.090	=	\$ 255.60	
3. Tree Maintenance	2,840	sq.ft	@	\$ 0.150	=	\$ 426.00	
4. Postage	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
5. Utilities	2,840	sq.ft	@	\$ 0.250	=	\$ 710.00	
6. Printing	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80	
7. Repair/Maintenance	2,840	sq.ft	@	\$ 0.030	=	\$ 85.20	
				<u>\$ 0.579</u>	=	<u>\$ 1,644.36</u>	

Maintenance	2,840	sq.ft.	x	\$ 0.579	=	\$ 1,644.36
Administrative Fee	\$ 1,644.36		x	\$ 0.100	=	\$ 164.44
County Fee	32		x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance					=	\$ 246.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 2,087.45</u>

Estimated Cost Per Year	<u>\$ 2,087.45</u>	=	\$ 65.23
	32		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	32		

2025/2026 Assessment	<u>\$ 411.81</u>	=	\$ 12.87
	32		

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 834.90

Maintenance:	3,030	sq. ft. of landscaping area
Lighting:	3	ea. @ 5,800 lumens
Project Management:	8	lots
Fund Balance:	\$ (642.94)	

Maintenance:						
1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025	=	\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$ 0.10	=	\$ 71.21
County Fee	8		x	\$1.00/per lot	=	\$ 8.00
Reserves 15% of total cost of maintenance					=	\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 64.29
						<u>\$ 962.36</u>

Estimated Cost Per Year	<u>\$ 962.36</u>	=	\$ 120.29
	8		

2024/2025 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

2025/2026 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.09
	8		

Annexation No. 16 - New Horizon's Phase Two Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 785.44

Maintenance:	Lighting:	8	each @ 5,800 lumens
Project Management:		81	lots
Fund Balance:	\$	519.24	

1. Utilities	8	ea. @	\$	52.08	=	\$	416.64
2. Printing/Copying	81	@	\$	1.00	=	\$	81.00
						<u>\$</u>	<u>497.64</u>

Maintenance	\$	497.64	x	1	=	\$	497.64
Administrative Fee	\$	497.64	x	\$ 0.10	=	\$	49.76
County Fee		81	x	\$1.00/per lot	=	\$	81.00
Reserves 15% of total cost of maintenance					=	\$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>703.05</u>

Estimated Cost Per Year	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2024/2025 Assessment	<u>\$</u>	<u>703.05</u>	=	\$	8.68
		81			

2025/2026 Assessment	<u>\$</u>	<u>813.22</u>	=	\$	10.04
		81			

Annexation No. 19 - Castle Woods Phase 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$515.38

Maintenance:	Lighting:	9 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens
Project Management:	30	lots
Fund Balance:	\$	97.01

1. Utilities	9 @ 5,800 lumens	x	\$	104.160	=	\$ 937.44
	1 @ 16,000 lumens	x	\$	327.36	=	\$ 327.36
2. Printing/Postage		1 @	\$	75.00	=	\$ 75.00
						\$ 1,339.80

Maintenance	\$	1,339.80	x	1	=	\$ 1,339.80
Administrative Fee	\$	1,339.80	x	\$ 0.10	=	\$ 133.98
County Fee		30	x	\$1.00/per lot	=	\$ 30.00
Reserves 15% of total cost of maintenance					=	\$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 1,704.75

Estimated Cost Per Year	\$	1,704.75	=	\$ 56.83
		30		

2024/2025 Assessment	\$	919.20	=	\$ 30.64
		30		

2025/2026 Assessment	\$	919.20	=	\$ 30.64
		30		

District No. 3 - New Expressions Phase 1 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 506.54
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Maintenance: lighting:	10 ea. @ 5,800 lumens each
Project Management:	56 lots
Fund Balance:	\$ 393.42

1. Utilities	10 ea. @ \$ 30.21	= \$ 302.10
2. Printing/Copying	1 @ \$ 50.00	= \$ 50.00
		<u>\$ 352.10</u>

Maintenance	\$ 352.10	x 1	= \$ 352.10
Administrative Fee	\$ 352.10	x \$ 0.10	= \$ 35.21
County Fee	56	x \$1.00/per lot	= \$ 56.00
Reserves 15% of total cost of maintenance			= \$ 52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			= \$ -
			<u>\$ 496.13</u>

Estimated Cost Per Year	<u>\$ 496.13</u>	= \$ 8.86
	56	

2024/2025 Assessment	<u>\$ 496.13</u>	= \$ 8.86
	56	

2025/2026 Assessment	<u>\$ 561.14</u>	= \$ 10.02
	56	

District No. 4 - River Springs Phase 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024	\$	5,761.31
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Maintenance:	2,100	sq.ft. of landscaping area	
Project Management:	50	lots	
Fund Balance:	\$ (3,312.30)		

Maintenance:					
1. Landscape	2,100	sq.ft.	@	\$ 0.980	= \$ 2,058.00
2. Utilities	2,100	sq.ft.	@	\$ 0.380	= \$ 798.00
3. Repair/Maintenance	2,100	sq.ft.	@	\$ 0.030	= \$ 63.00
4. Printing/Postage	2,100	sq.ft.	@	\$ 0.036	= \$ 75.39
				\$ 1.426	= \$ 2,994.39

Maintenance	2,100	sq.ft.	x	\$ 1.426	= \$ 2,994.39
Administrative Fee	\$ 2,994.39		x	\$ 0.10	= \$ 299.44
County Fee	50		x	\$1.00/per lot	= \$ 50.00
Reserves 15% of total cost of maintenance					= \$ 449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					= \$ 331.23
				\$	4,124.22

Estimated Cost Per Year	\$ 4,124.22		=	\$ 82.48
	50			

2024/2025 Assessment	\$ 3,134.58		=	\$ 62.69
	50			

2025/2026 Assessment	\$ 5,847.73		=	\$ 116.95
	50			

District No. 5 - Castle Woods Phase 2 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,112.59
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Maintenance:	1,715	sq.ft. of landscaping area
Lighting:	8	ea. @ 5,800 lumens
Project Management:	25	lots
Fund Balance:	\$ (12,566.46)	

Maintenance:						
1. Landscape	1,715	sq.ft.	@	\$ 0.400	=	\$ 686.00
2. Utilities	1,715	sq.ft.	@	\$ 0.300	=	\$ 514.50
3. Repair/Maintenance	1,715	sq.ft.	@	\$ 0.030	=	\$ 51.45
4. Printing/Postage	1,715	sq.ft.	@	\$ 0.044	=	\$ 75.46
				<u>\$ 0.774</u>	=	<u>\$ 1,327.41</u>

Maintenance	1,715	sq.ft.	x	\$ 0.774	=	\$ 1,327.41
Administrative Fee	\$ 1,327.41		x	\$ 0.10	=	\$ 132.74
County Fee	25		x	\$1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	<u>\$ 1,256.65</u>
						<u>\$ 2,940.91</u>

Estimated Cost Per Year	<u>\$ 2,940.91</u>	=	\$ 117.64
	25		

2024/2025 Assessment	<u>\$ 1,021.48</u>	=	\$ 40.86
	25		

2025/2026 Assessment	<u>\$ 2,144.28</u>	=	\$ 85.77
	25		

District No. 7 - Ford Estates Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 4,496.31

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (613.62)	

Maintenance:							
1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75	
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50	
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45	
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08	
				\$ 1.835	=	\$ 2,504.78	

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$ 2,504.78
Administrative Fee	\$ 2,504.78		x	\$ 0.10	=	\$ 250.48
County Fee	20		x	\$1.00/per lot	=	\$ 20.00
Reserves 15% of total cost of maintenance					=	\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 61.36
						<u>\$ 3,212.33</u>

Estimated Cost Per Year	<u>\$ 3,212.33</u>	=	\$ 160.62
	20		
2024/2025 Assessment	<u>\$ 2,857.88</u>	=	\$ 142.89
	20		
2025/2026 Assessment	<u>\$ 4,563.75</u>	=	\$ 228.19
	20		

District No. 8 - River Breeze Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 3,799.00

Maintenance:	1,000	sq.ft. of landscaping area
		25,600 sq.ft. of fire break
Lighting:	9	8 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	37	lots
Fund Balance:	\$ 643.63	

Maintenance:							
1. Landscape	1,000	sq.ft.	@	\$ 2.000	=	\$ 2,000.00	
2. Utilities	1,000	sq.ft.	@	\$ 0.750	=	\$ 750.00	
3. Repair/Maintenance	1,000	sq.ft.	@	\$ 0.030	=	\$ 30.00	
4. Tree Maintenance	1,000	sq.ft.	@	\$ 0.450	=	\$ 450.00	
5. Printing/Postage	1,000	sq.ft.	@	\$ 0.075	=	\$ 75.00	
				<u>\$ 3.305</u>	=	<u>\$ 3,305.00</u>	

Maintenance	1,000	sq.ft.	x	\$ 3.305	=	\$ 3,305.00
Administrative Fee	\$3,305.00		x	\$ 0.10	=	\$ 330.50
County Fee	37		x	\$1.00/per lot	=	\$ 37.00
Reserves 15% of total cost of maintenance					=	\$ 495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 4,168.25</u>

Estimated Cost Per Year	<u>\$ 4,168.25</u>	=	\$ 112.66
	37		

2024/2025 Assessment	<u>\$ 3,726.17</u>	=	\$ 100.70
	37		

2025/2026 Assessment	<u>\$ 3,855.99</u>	=	\$ 104.21
	37		

District No. 13 - River Ranch Phase 3 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	1,914.07
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Maintenance:	1,000	sq. ft. of landscaping area	
Lighting:	7	ea. @ 5,800 lumens	
	1	ea. @ 16,000 lumens	
Project Management:	35	lots	
Fund Balance:	\$0.00		

Maintenance:									
1. Landscape	1,000	sq.ft	@	\$ 0.210	=	\$ 210.00			
2. Graffiti Maintenance	1,000	sq.ft	@	\$ 0.090	=	\$ 90.00			
3. Tree Maintenance	1,000	sq.ft	@	\$ 0.120	=	\$ 120.00			
4. Postage	1,000	sq.ft	@	\$ 0.075	=	\$ 75.00			
5. Utilities	1,000	sq.ft	@	\$ 1.140	=	\$ 1,140.00			
6. Printing	1,000	sq.ft	@	\$ 0.020	=	\$ 20.00			
				<u>\$ 1.655</u>	=	<u>\$ 1,655.00</u>			

Maintenance	1,000	sq.ft.	x	\$ 1.655	=	\$ 1,655.00			
Administrative Fee	\$ 1,655.00		x	\$ 0.100	=	\$ 165.50			
County Fee	35		x	\$1.00/per lot	=	\$ 35.00			
Reserves 15% of total cost of maintenance					=	\$ 248.25			
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -			
						<u>\$ 2,103.75</u>			

Estimated Cost Per Year	<u>\$ 2,103.75</u>		=	\$	60.11
	35				

2024/2025 Assessment	<u>\$0.00</u>		=	\$0.00	
	35				

2025/2026 Assessment	<u>\$ 2,103.75</u>		=	\$	60.11
	35				

District No. 14 - River Springs Phase 2 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 493.02

Maintenance:	Lighting:	11 ea. @ 5,800 lumens
Project Management:	50	lots
Fund Balance:	\$0.00	

1. Utilities	11 @ 5,800 lumens	x \$	31.40	=	\$ 345.40
2. Printing/Postage		1 @ \$	75.000	=	\$ 75.00
					<u>\$ 420.40</u>

Maintenance	\$	420.40	x	1	=	\$ 420.40
Administrative Fee	\$	420.40	x \$	0.10	=	\$ 42.04
County Fee		50	x	\$1.00/per lot	=	\$ 50.00
Reserves 15% of total cost of maintenance					=	\$ 63.06
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 575.50</u>

Estimated Cost Per Year	<u>\$ 575.50</u>	=	\$ 11.51
	50		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	50		

2025/2026 Assessment	<u>\$ 575.50</u>	=	\$ 11.51
	50		

District No. 15 - Meadowood Phase 1 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 5,258.91

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	lots
Fund Balance:	\$ (1,623.81)	

Maintenance:						
1. Landscape	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500	=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098	=	\$ 75.69
				<u>\$ 0.575</u>		<u>\$ 4,439.18</u>

Maintenance	7,723 sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18	x	\$ 0.10	=	\$ 443.92
County Fee	48	x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance				=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 162.38
					<u>\$5,759.36</u>

Estimated Cost Per Year	<u>\$ 5,759.36</u>	=	\$ 119.99
	48		

2024/2025 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

2025/2026 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

District No. 16 - New Expressions Phase 2 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$	4,710.44
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Maintenance:	5,800	sq.ft. of landscaping, playground area 30%
Project Management:	54	lots, lighting 13 lumens @ 5,800
Fund Balance:	\$ 486.23	

Maintenance:					
1. Landscape Maintenance	5,800	@	\$	0.350	= \$ 2,030.00
2. Grafitti Maintenance	5,800	@	\$	0.010	= \$ 58.00
3. Postage	5,800	@	\$	0.025	= \$ 145.00
4. Utilities	5,800	@	\$	0.012	= \$ 69.60
5. Printing	5,800	@	\$	0.140	= \$ 812.00
6. Repair/Maintenance	5,800	@	\$	0.025	= \$ 145.00
				<u>0.562</u>	<u>= \$ 3,259.60</u>

Maintenance	5,800	x	\$	0.562	= \$ 3,259.60
Administrative Fee	\$ 3,259.60	x	\$	0.100	= \$ 325.96
County Fee	54	@	\$1.00/per lot		= \$ 54.00
Reserves 15% of total cost of maintenance					= \$ 488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					= \$ -
					<u>\$ 4,128.50</u>

Estimated Cost Per Year:	<u>\$ 4,128.50</u>	=	\$	76.45
	54			

2024/2025 Assessment	<u>\$ 4,334.93</u>	=	\$	80.28
	54			

2025/2026 Assessment	<u>\$ 4,781.10</u>	=	\$	88.54
	54			

District No. 17 - Orchard Ridge Phase 6 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 372.09

Maintenance:	Lighting	7 ea.	@ 5,800 lumens	
Project Management:	32	lots		
Fund Balance:	\$ 96.22			

1. Utilities	7 ea. @ 5,800 lumens	@ \$	104.16	=	\$ 729.12
2. Printing		1 @ \$	50.00	=	\$ 50.00
					<u>\$ 779.12</u>

Maintenance	\$	779.12	x	1	=	\$ 779.12
Administrative Fee	\$	779.12	x	\$ 0.10	=	\$ 77.91
County Fee		32	x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance					=	\$ 116.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 1,005.90</u>

Estimated Cost Per Year	\$	<u>1,005.90</u>	=	\$ 31.43
		32		

2024/2025 Assessment	\$	<u>633.36</u>	=	\$ 19.78
		32		

2025/2026 Assessment	\$	<u>377.67</u>	=	\$ 11.79
		32		

District No.19 - William Ranch Phase 1 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 7,449.74

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	lots
Fund Balance:	\$ (3,259.50)	

Maintenance:						
1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	41		x	\$1.00/per lot	=	\$ 41.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 325.95
						<u>\$ 6,372.59</u>

Estimated Cost Per Year	<u>\$ 6,372.59</u>	=	\$ 155.43
	41		

2024/2025 Assessment	<u>\$ 7,027.83</u>	=	\$ 171.40
	41		

2025/2026 Assessment	<u>\$ 7,561.49</u>	=	\$ 184.43
	41		

District No. 20 - West View Place Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 180.54
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Maintenance:	Lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$0.00	

1. Utilities	3 @ 5,800 lumens	@ \$	30.21	=	\$	90.63
	1 @ 9,500 lumens	@ \$	36.27	=	\$	36.27
2. Printing	1 @	\$	50.00	=	\$	50.00
					<u>\$</u>	<u>176.90</u>

Maintenance	\$	176.90	x	1	=	\$	176.90
Administrative Fee	\$	176.90	x	\$ 0.10	=	\$	17.69
County Fee		10	x	\$1.00/per lot	=	\$	10.00
Reserves 15% of total cost of maintenance						\$	26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>231.13</u>

Estimated Cost Per Year	<u>\$ 231.13</u>	=	\$ 23.11
	10		
2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	10		
2025/2026 Assessment	<u>\$ 183.25</u>	=	\$ 18.32
	10		

District No. 22 - Meadowood Phase 2 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,427.21
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Maintenance:	4,940	sq. ft. of landscaping area
Lighting:	14	ea. @ 5,800 lumens
	3	ea. @ 9,500 lumens
	2	ea. @ 16,000 lumens
Project Management:	55	lots
Fund Balance:	\$0.00	

Maintenance:							
1. Landscape	4,940	sq.ft	@	\$	0.210	=	\$ 1,037.40
2. Graffiti Maintenance	4,940	sq.ft	@	\$	0.090	=	\$ 444.60
3. Tree Maintenance	4,940	sq.ft	@	\$	0.120	=	\$ 592.80
4. Postage	4,940	sq.ft	@	\$	0.075	=	\$ 370.50
5. Utilities	4,940	sq.ft	@	\$	0.470	=	\$ 2,321.80
6. Printing	4,940	sq.ft	@	\$	0.020	=	\$ 98.80
				\$	0.985	=	\$ 4,865.90

Maintenance	4,940	sq.ft.	x	\$	0.985	=	\$ 4,865.90
Administrative Fee	\$ 4,865.90		x	\$	0.100	=	\$ 486.59
County Fee	55		x	\$1.00/per lot	=	\$ 55.00	
Reserves 15% of total cost of maintenance					=	\$ 729.89	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -	
				\$		=	\$ 6,137.38

Estimated Cost Per Year	<u>\$ 6,137.38</u>	=	\$ 111.59
	55		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	55		

2025/2026 Assessment	<u>\$ 2,463.62</u>	=	\$ 44.79
	55		

District No. 23 - River View Estates Phase 3 Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	551.35
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Maintenance:	lighting	11 ea. @ 5,800 lumens
Project Management:	66	lots
Fund Balance:	\$ 420.00	

1. Utilities	11 @ 5,800 lumens	@ \$	104.1600	=	\$ 1,145.76
2. Printing/ Postage			1 @ \$ 75.0000	=	\$ 75.00
					<u>\$ 1,220.76</u>

Maintenance	\$ 1,220.76	x	1	=	\$ 1,220.76
Administrative Fee	\$ 1,220.76	x	\$ 0.10	=	\$ 122.08
County Fee		66 x	\$1.00/per lot	=	\$ 66.00
Reserves 15% of total cost of maintenance				=	\$ 183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 1,591.95</u>

Estimated Cost Per Year	<u>\$ 1,591.95</u>	=	<u>\$ 24.12</u>
	66		

2024/2025 Assessment	<u>\$ 840.44</u>	=	<u>\$ 12.72</u>
	66		

2025/2026 Assessment	<u>\$ 840.44</u>	=	<u>\$ 12.72</u>
	66		

District No. 24 - Orchard Ridge Phase 8 Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>		\$	3,487.44
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Maintenance:	3,538	sq.ft. of landscaping area
Project Management:	44	lots
Fund Balance:	\$ (14,038.42)	

Maintenance:						
1. Landscape	3,538	sq.ft.	@	\$ 0.190	=	\$ 672.22
2. Utilities	3,538	sq.ft.	@	\$ 0.360	=	\$ 1,273.68
3. Repair/Maintenance	3,538	sq.ft.	@	\$ 0.030	=	\$ 106.14
4. Tree Maintenance	3,538	sq.ft.	@	\$ 0.050	=	\$ 176.90
5. Printing/Postage	3,538	sq.ft.	@	\$ 0.021	=	\$ 75.01
				<u>\$ 0.651</u>	=	<u>\$ 2,303.95</u>

Maintenance	3,538	sq.ft.	x	\$ 0.651	=	\$ 2,303.95
Administrative Fee	\$ 2,303.95		x	\$ 0.10	=	\$ 230.39
County Fee	44		x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					=	\$ 345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,403.84
						<u>\$ 4,327.77</u>

Estimated Cost Per Year	<u>\$ 4,327.77</u>	=	\$ 98.36
	44		

2024/2025 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.24
	44		

2025/2026 Assessment	<u>\$ 3,539.75</u>	=	\$ 80.44
	44		

District No. 25 - Casas del Rio Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 16,625.08
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Maintenance:	55,950	sq. ft. of landscaping area
Project Management:	118	lots
Fund Balance:	\$ 4,221.32	

Maintenance:							
1. Landscape	55,950	sq.ft.	@	\$ 0.150	=	\$ 8,392.50	
2. Utilities	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00	
3. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.070	=	\$ 3,916.50	
4. Tree Maintenance	55,950	sq.ft.	@	\$ 0.020		\$ 1,119.00	
5. Printing/Postage	55,950	sq.ft.	@	\$ 0.00135	=	\$ 75.53	
6. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75	
				<u>\$ 0.306</u>		<u>\$ 17,140.28</u>	

Maintenance	55,950	sq.ft.	x	0.306	=	\$ 17,140.28
Administrative Fee	\$ 17,140.28		x	\$ 0.10	=	\$ 1,714.03
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves 15% of total cost of maintenance					=	\$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 21,543.35</u>

Estimated Cost Per Year	<u>\$ 21,543.35</u>	=	\$ 182.57
	118		
2024/2025 Assessment	<u>\$ 22,610.32</u>	=	\$ 191.61
	118		
2025/2026 Assessment	<u>\$ 16,874.46</u>	=	\$ 143.00
	118		

District No. 27 - New Expressions Phase 3 Subdivision Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024	\$	405.72
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Maintenance:	748	sq. ft. of landscaping area berm, wall, playground (30%)	
Lighting:	11	ea. @ 5,800 lumens	
Project Management:	50	lots	
Fund Balance:	\$ (227.15)		

Maintenance:									
1. Landscape	748	sq.ft	@	\$	1.170	=	\$	875.16	
2. Graffiti Maintenance	748	sq.ft	@	\$	0.090	=	\$	67.32	
3. Tree Maintenance	748	sq.ft	@	\$	0.150	=	\$	112.20	
4. Postage	748	sq.ft	@	\$	0.075	=	\$	56.10	
5. Utilities	748	sq.ft	@	\$	0.250	=	\$	187.00	
6. Printing	748	sq.ft	@	\$	0.020	=	\$	14.96	
					<u>\$ 1.755</u>	=	<u>\$</u>	<u>1,312.74</u>	

Maintenance	748	sq.ft.	x	\$	1.755	=	\$	1,312.74
Administrative Fee	\$ 1,312.74		x	\$	0.100	=	\$	131.27
County Fee	50		x	\$1.00/per lot		=	\$	50.00
Reserves 15% of total cost of maintenance						=	\$	196.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	22.72
							<u>\$</u>	<u>1,713.64</u>

Estimated Cost Per Year	<u>\$ 1,713.64</u>	=	\$	34.27
	50			

2024/2025 Assessment	<u>\$0.00</u>	=	\$	\$0.00
	50			

2025/2026 Assessment	<u>\$ 1,713.64</u>	=	\$	34.27
	50			

District No. 30 - Sierra Meadows Phase 1 Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 16,824.01

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens
Project Management:	56	lots
Fund Balance:	\$ (10,849.10)	

Maintenance:						
1. Landscape	26,639	sq.ft.	@	\$ 0.0600	=	\$ 1,598.34
2. Utilities	26,639	sq.ft.	@	\$ 0.1200	=	\$ 3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@	\$ 0.0200		\$ 532.78
4. Graffiti Maintenance	26,639	sq.ft.	@	\$ 0.0059	=	\$ 157.17
5. Tree Maintenance	26,639	sq.ft.	@	\$ 0.0040	=	\$ 106.56
6. Printing/Postage	26,639	sq.ft.	@	\$ 0.00282	=	\$ 75.12
				<u>\$ 0.2127</u>		<u>\$ 5,666.65</u>

Maintenance	26,639	sq.ft.	x	\$ 0.21272	=	\$ 5,666.65
Administrative Fee	\$ 5,666.65		x	\$ 0.10	=	\$ 566.67
County Fee	56		x	\$1.00/per lot	=	\$ 56.00
Reserves 15% of total cost of maintenance					=	\$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 1,084.91
						<u>\$ 8,224.22</u>

Estimated Cost Per Year	<u>\$ 8,224.22</u>	=	\$ 128.98
	56		

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	56		

2025/2026 Assessment	<u>\$ 17,076.37</u>	=	\$ 304.94
	56		

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision Fiscal Year 2025/2026
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<i>Actual Accumulated Costs 2023/2024</i>	\$ 4,929.64
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Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	lots
Fund Balance:	\$ (19,382.75)	

Maintenance:							
1. Landscape	6,512	sq.ft.	@	\$ 0.190	=	\$	1,237.28
2. Utilities	6,512	sq.ft.	@	\$ 0.080	=	\$	520.96
3. Repair/Maintenance	6,512	sq.ft.	@	\$ 0.040	=	\$	260.48
4. Tree Maintenance	6,512	sq.ft.	@	\$ 0.130	=	\$	846.56
5. Printing/Postage	6,512	sq.ft.	@	\$ 0.0115	=	\$	74.89
6. Graffiti Maintenance	6,512	sq.ft.	@	\$ 0.025	=	\$	162.80
				<u>\$ 0.477</u>		<u>\$</u>	<u>3,102.97</u>

Maintenance	6,512	sq.ft.	x	\$ 0.477	=	\$	3,102.97
Administrative Fee	\$ 3,102.97		x	\$ 0.10	=	\$	310.30
County Fee	85		x	\$1.00/per lot	=	\$	85.00
Reserves 15% of total cost of maintenance					=	\$	465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	1,938.28
						<u>\$</u>	<u>5,901.99</u>

Estimated Cost Per Year	<u>\$ 5,901.99</u>	=	\$	69.44
	85			
2024/2025 Assessment	<u>\$ 2,303.51</u>	=	\$	27.10
	85			
2025/2026 Assessment	<u>\$ 5,901.99</u>	=	\$	69.44
	85			

District No. 32 - Sunrise Villa Phase 1-3 Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 641.02

Maintenance:	lighting:	13 ea. @ 5,800 lumens
Project Management:	54	lots
Fund Balance:	\$ 625.40	

1. Utilities	13 @ 5,800 lumens	@ \$	30.2100	=	\$ 392.73
2. Printing	1	@ \$	50.0000	=	\$ 50.00
					<u>\$ 442.73</u>

Maintenance	\$ 442.73	x	1	=	\$ 442.73
Administrative Fee	\$ 442.73	x \$	0.10	=	\$ 44.27
County Fee	54	x	\$1.00/per lot	=	\$ 54.00
Reserves 15% of total cost of maintenance				=	\$ 66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 607.41</u>

Estimated Cost Per Year	<u>\$ 607.41</u>	=	\$ 11.25
	54		

2024/2025 Assessment	<u>\$ 540.00</u>	=	\$ 10.00
	54		

2025/2026 Assessment	<u>\$ 650.64</u>	=	\$ 12.05
	54		

District No. 33 - New Expressions Phase 4 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023-2024</i>	\$ 790.20
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Maintenance:	220	ft. of wall
Lighting:	11	ea. @ 5,800 lumens
	2	ea. @ 9,500 lumens
Project Management:	58	lots
Fund Balance:	\$ 105.34	

1. Utilities	11 @ 5,800 lumens	@ \$ 104.160	= \$ 1,145.76
	2 @ 9,500 lumens	@ \$ 125.160	= \$ 250.32
2. Printing/Postage	1 @	\$ 75.000	= \$ 75.00
			<u>\$ 1,471.08</u>

Maintenance	\$ 1,471.08	x 1	= \$ 1,471.08
Administrative Fee	\$ 1,471.08	x \$ 0.10	= \$ 147.11
County Fee	58	x \$1.00/per lot	= \$ 58.00
Reserves 15% of total cost of maintenance			\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			\$ -
			<u>\$ 1,896.85</u>

Estimated Cost Per Year	<u>\$ 1,896.85</u>	= \$ 32.70
	58	

2024/2025 Assessment	<u>\$ 752.44</u>	= \$ 12.96
	58	

2025/2026 Assessment	<u>\$ 802.05</u>	= \$ 13.82
	58	

District No. 34 - Meadow Breeze Phase 2 Fiscal Year 2025/2026
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Actual Accumulated Costs 2023/2024 \$ 461.73

Maintenance:	Lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens
Project Management:		78 lots
Fund Balance:	\$	(2,652.63)

1. Utilities	14 @ 5,800 @	\$	104.16	=	\$ 1,458.24
	5 @ 9,500 @	\$	125.06	=	\$ 625.30
2. Printing/Postage	1 @	\$	75.00	=	\$ 75.00
					<u>\$ 2,158.54</u>

Maintenance	\$	2,158.54	x	1	=	\$ 2,158.54
Administrative Fee	\$	2,158.54	x	\$ 0.10	=	\$ 215.85
County Fee		78	x	\$1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance					=	\$ 323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 265.26
						<u>\$ 3,041.44</u>

Estimated Cost Per Year	\$	<u>3,041.44</u>	=	\$ 38.99
		78		

2024/2025 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

2025/2026 Assessment	\$	<u>1,928.30</u>	=	\$ 24.72
		78		

District No. 35 - Meadow Breeze Phase 1 Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 965.72
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Maintenance:	lighting:	9 ea @ 5,800 lumens
Project Management:	44	lots
Fund Balance:	\$ (2,590.90)	

1. Utilities	9 lumens @ \$	104.16	=	\$ 937.44
2. Printing/Postage	1 @ \$	75.00	=	\$ 75.00
				<u>\$ 1,012.44</u>

Maintenance	\$ 1,012.44	x	1	=	\$ 1,012.44
Administrative Fee	\$ 1,012.44	x	\$ 0.10	=	\$ 101.24
County Fee	44	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 259.09
					<u>\$ 1,568.64</u>

Estimated Cost Per Year	<u>\$ 1,568.64</u>	=	\$ 35.65
	44		

20234/2025 Assessment	<u>\$ 1,001.39</u>	=	\$ 22.76
	44		

2025/2026 Assessment	<u>\$ 1,568.64</u>	=	\$ 35.65
	44		

District No. 37 - River View Phase 4 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	224.11
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Maintenance: Lighting:	5		ea. @ 5,800 lumens	
Project Management:	17		lots	
Fund Balance:	\$	260.13		

1. Utilities	5 @ 5,800 lumens	@	\$	52.0800	=	\$	260.04
2. Printing				1 @ \$ 50.0000	=	\$	50.00
3. Postage				17 @ \$ 0.4900	=	\$	8.33
						<u>\$</u>	<u>318.37</u>

Maintenance	\$	318.17	x	1	=	\$	318.17
Administrative Fee	\$	318.37	x	\$ 0.10	=	\$	31.84
County Fee			x	17 x \$1.00/per lot	=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	47.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						<u>\$</u>	<u>414.76</u>

Estimated Cost Per Year	<u>\$</u>	<u>414.76</u>	=	\$	24.40
		17			

2024/2025 Assessment	<u>\$0.00</u>	=	\$0.00
	17		

2025/2026 Assessment	<u>\$</u>	<u>227.47</u>	=	\$	13.38
		17			

District No. 38 - Ranch Victoria, Phase One Subdivision Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 534.08

Maintenance:	lighting:	2 ea. lumens @ 5,800
Project Management:	6	lots
Fund Balance:	\$	(757.58)

1. Utilities	2 lumens @ \$	104.16	=	\$	208.32
2. Printing/Postage	1 @ \$	75.00	=	\$	75.00
				<u>\$</u>	<u>283.32</u>

Maintenance	\$	283.32	x	1	=	\$	283.32	
Administrative Fee	\$	283.32	x	\$	0.10	=	\$	28.33
County Fee		6	x	\$1.00/per lot	=	\$	6.00	
Reserves 15% of total cost of maintenance					=	\$	42.50	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	75.76	
						<u>\$</u>	<u>435.91</u>	

Estimated Cost Per Year	<u>\$</u>	<u>435.91</u>	=	\$	72.65
		6			

2024/2025 Assessment	<u>\$</u>	<u>529.89</u>	=	\$	88.32
		6			

2025/2026 Assessment	<u>\$</u>	<u>542.09</u>	=	\$	90.35
		6			

District 39 - Williams Ranch Phase 4 Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	761.97
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Maintenance: Lighting:	17	@	5,800 lumens each	
Project Management:	59		lots	
Fund Balance:	\$	(600.04)		

1. Utilities	17 lights	@	\$	104.16	=	\$	1,770.72
2. Printing/Copying	1	@	\$	50.00	=	\$	50.00
						\$	1,820.72

Maintenance	\$	1,820.72	x	1	=	\$	1,820.72	
Administrative Fee	\$	1,820.72	x	\$	0.10	=	\$	182.07
County Fee			59	x	\$1.00/per lot	=	\$	59.00
Reserves 15% of total cost of maintenance						=	\$	273.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	60.00
						\$	2,394.90	

Estimated Cost Per Year	\$	2,394.90	=	\$	40.59
		59			

2024/2025 Assessment	\$	0.00	=	\$	0.00
		59			

2025/2026 Assessment	\$	773.40	=	\$	13.11
		59			

District No. 40 - Amalene Estates Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 5,358.32

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	17	16 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	25	lots
Fund Balance:	\$ 6.62	

Maintenance:						
1. Landscape	5,445	sq.ft.	@	\$ 0.400	=	\$ 2,178.00
2. Utilities	5,445	sq.ft.	@	\$ 0.250	=	\$ 1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	=	\$ 217.80
4. Tree Maintenance	5,445	sq.ft.		\$ 0.040		\$ 217.80
5. Printing/Postage	5,445	sq.ft.	@	\$ 0.0138		\$ 75.14
				<u>\$ 0.744</u>		<u>\$ 4,049.99</u>

Maintenance	5,445	sq.ft.	x	\$ 0.744	=	\$ 4,051.08
Administrative Fee	\$ 4,049.99		x	\$ 0.10	=	\$ 405.00
County Fee	25		x	\$1.00/per lot	=	\$ 25.00
Reserves 15% of total cost of maintenance					=	\$ 607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 5,088.58</u>

Estimated Cost Per Year	<u>\$ 5,088.58</u>	=	\$ 203.54
	25		

2024/2025 Assessment	<u>\$ 5,560.82</u>	=	\$ 222.43
	25		

2025/2026 Assessment	<u>\$ 5,438.69</u>	=	\$217.55
	25		

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 11,562.05

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall	
Lighting:	36	28 ea. @ 5,800 lumens	
		8 ea. @ 16,000 lumens	
Project Management:	61	lots	
Fund Balance:	\$ (3,857.59)		

Maintenance:

1. Landscape	27,960	sq. ft.	@	\$	0.150	=	\$	4,194.00
2. Utilities	27,960	sq.ft.	@	\$	0.071	=	\$	1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$	0.006	=	\$	164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$	0.004	=	\$	111.84
5. Printing/Postage	27,960	sq.ft.	@	\$	0.0027	=	\$	75.49
				\$	0.234		\$	6,539.84

Maintenance	27,960	sq.ft.	x	\$	0.234	=	\$	6,539.84
Administrative Fee	\$ 6,539.84		x	\$	0.10	=	\$	653.98
County Fee	61		x	\$1.00/per lot		=	\$	61.00
Reserves 15% of total cost of maintenance						=	\$	980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	385.76
							\$	8,621.56

Estimated Cost Per Year	\$ 8,621.56		=	\$	141.34
	61				

2024/2025 Assessment	\$ 12,154.17		=	\$	199.24
	61				

2025/2026 Assessment	\$ 12,154.17		=	\$	199.26
	61				

District No. 46 - Moorea Manor
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 3,912.90

Maintenance:	1,460	sq. ft. of landscaping area,	286 ft. of wall
Lighting:	4	4 ea. @	5,800 lumens
Project Management:	16	lots	
Fund Balance:	\$ 3,738.65		

Maintenance:					
1. Landscape	1,460	sq.ft. @	\$ 1.850	=	\$ 2,701.00
2. Utilities	1,460	sq.ft. @	\$ 0.500	=	\$ 730.00
3. Printing/Postage	1,460	sq.ft. @	\$ 0.052	=	\$ 75.92
4. Graffiti Maintenance	1,460	sq.ft. @	\$ 0.140	=	\$ 204.40
			\$ 2.542		\$ 3,711.32

Maintenance	1,460	sq.ft. x	2.542	=	\$ 3,711.32
Administrative Fee	\$ 3,711.32	x	\$ 0.10	=	\$ 371.13
County Fee	16	x	\$1.00/per lot	=	\$ 16.00
Reserves 15% of total cost of maintenance				=	\$ 556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 4,655.15

Estimated Cost Per Year	\$ 4,655.15		=	\$ 290.95
	16			

2024/2025 Assessment	\$ 5,654.28		=	\$ 353.39
	16			

2025/2026 Assessment	\$ 3,971.59		=	\$ 248.22
	16			

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$	4,686.18
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Maintenance:	4,560	sq. ft. of landscaping area	
Lighting	12	ea. @ 16,000 lumens	
Project Management:	90	lots	
Fund Balance:	\$ (2,137.33)		

Maintenance:									
1. Landscape	4,560	sq.ft.	@	\$	0.190	=	\$	866.40	
2. Utilities	4,560	sq.ft.	@	\$	0.250	=	\$	1,140.00	
3. Repair/Maintenance	4,560	sq.ft.	@	\$	0.030	=	\$	136.80	
4. Tree Maintenance	4,560	sq.ft.	@	\$	0.150	=	\$	684.00	
5. Printing/Postage	4,560	sq.ft.	@	\$	0.0166	=	\$	75.70	
6. Graffiti Maintenance	4,560	sq.ft.	@	\$	0.090	=	\$	410.40	
					<u>\$ 0.727</u>	=	<u>\$</u>	<u>3,313.30</u>	

Maintenance	4,560	sq.ft.	x	\$	0.727	=	\$	3,313.30
Administrative Fee	\$ 3,313.30		x	\$	0.10	=	\$	331.33
County Fee	90		x	\$1.00/per lot		=	\$	90.00
Reserves 15% of total cost of maintenance						=	\$	496.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	\$	213.73
							<u>\$</u>	<u>4,445.35</u>

Estimated Cost Per Year	<u>\$ 4,445.35</u>	=	\$	49.39
	90			

2024/2025 Assessment	<u>\$ 2,998.52</u>	=	\$	33.32
	90			

2025/2026 Assessment	<u>\$ 4,756.47</u>	=	\$	52.84
	90			

District No.53 - Trooper Terrace Fiscal Year 2025/2026

<i>Actual Accumulated Costs 2023/2024</i>	\$ 2,442.44
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Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (554.50)	

Maintenance:							
1. Landscape	4,414	sq.ft.	@	\$ 0.090	=	\$ 397.26	
2. Graffiti Maintenance	4,414	sq.ft.	@	\$ 0.050	=	\$ 220.70	
3. Tree Maintenance	4,414	sq.ft.	@	\$ 0.080	=	\$ 353.12	
4. Printing/Postage	4,414	sq.ft.	@	\$ 0.017	=	\$ 75.04	
5. Utilities	4,414	sq.ft.	@	\$ 0.250	=	\$ 1,103.50	
6. Repair/Maintenance	4,414	sq.ft.	@	\$ 0.030	=	\$ 132.42	
				<u>\$ 0.517</u>	=	<u>\$ 2,282.04</u>	

Maintenance	4,414	sq.ft.	x	\$ 0.517	=	\$ 2,282.04
Administrative Fee	\$ 2,282.04		x	\$ 0.10	=	\$ 228.20
County Fee	17		x	\$ 1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 55.45
						<u>\$ 2,925.00</u>

Estimated Cost Per Year	<u>\$ 2,925.00</u>	=	\$ 172.06
	17		

2024/2025 Assessment	<u>\$ 1,500.55</u>	=	\$ 88.26
	17		

2025/2026 Assessment	<u>\$ 2,479.08</u>	=	\$ 145.83
	17		

Westwood Estates Consolidated
District No. 1 - Westwood Estates Subdivision
Annexation No. 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024

\$ 40,403.67

Maintenance:	47,462	sq. ft. of landscaping area
Lighting:	16	12 ea. @ 5,800 lumens
		4 ea. @ 16,000 lumens
Project Management:	204	lots
Fund Balance:	\$ (10,250.45)	

Maintenance:							
1. Landscape	47,462	sq.ft.	@	\$	0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft.	@	\$	0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	\$	0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft.	@	\$	0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft.	@	\$	0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	\$	0.020	=	\$ 949.24
				\$	0.402	=	\$ 19,060.74

Maintenance	47,462	sq.ft.	x	\$	0.40	=	\$ 19,060.74
Administrative Fee	\$ 19,060.74		x	\$	0.10	=	\$ 1,906.07
County Fee	204		x	\$1.00/per lot	=	\$ 204.00	
Reserves 15% of total cost of maintenance					=	\$ 2,859.11	
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 1,025.05	
							<u>\$ 25,054.97</u>

Estimated Cost Per Year	<u>\$25,054.97</u>	=	\$	122.82
	204			

2024/2025 Assessment	<u>\$41,089.50</u>	=	\$	201.42
	204			

2025/2026 Assessment	<u>\$41,089.50</u>	=	\$	201.42
	204			

This concludes the 2025/2026 Landscape and Lighting District Engineer's Report.
 Javier Sanchez, Jr., 70356

Annexation No. 3 - Porter Creek
District No. 2 - North Creek
District No. 6 - Creekview
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 30,557.87

Maintenance:	125,477		sq.ft. of landscaping	
Project Management:	298		lots	
Fund Balance:	\$ 16,449.79			

Maintenance:					
1. Landscape/Tree Maintenance	125,477	@	\$ 0.125	=	\$ 15,684.63
2. Grafitti Maintenance	125,477	@	\$ 0.02	=	\$ 2,509.54
3. Postage	125,477	@	\$ 0.005	=	\$ 627.39
4. Utilities	125,477	@	\$ 0.06	=	\$ 7,528.62
5. Printing	125,477	@	\$ 0.005	=	\$ 627.39
6. Repair/Maintenance	125,477	@	\$ 0.010	=	\$ 1,254.77
			\$ 0.225	=	\$ 28,232.33

Maintenance	125,477		\$ 0.225	=	\$ 28,232.33
Administrative Fee	\$ 28,232.33	x	\$ 0.10	=	\$ 2,823.23
County Fee	298	@	\$1.00/per lot	=	\$ 298.00
Reserves 15% of total cost of maintenance				=	\$ 4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 35,587.40

Estimated Cost Per Year	\$35,587.40		298	=	\$ 119.42
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2024/2025 Assessment	\$20,005.40		298	=	\$ 67.13
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2025/2026 Assessment	\$31,016.24		298	=	\$ 104.08
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District 54 - Cambria Windsor Court
Fiscal Year 2025/2026

Actual Accumulated Costs 2023/2024 \$ 4,711.65

Maintenance:	33,256	sq.ft. of landscaping	
Project Management:	80	lots, lighting 11 ea. @ 5,800 lumens	
Fund Balance:	\$ 1,663.86		

Maintenance:					
1. Landscape/Tree Maintenance	33,256	@	\$ 0.12	=	\$ 3,990.72
2. Graffiti Maintenance	33,256	@	\$ 0.03	=	\$ 831.40
3. Tree Maintenance	33,256	@	\$ 0.05	=	\$ 1,496.52
4. Postage/Printing	33,256	@	\$ 0.00	=	\$ 99.77
5. Utilities	33,256	@	\$ 0.06	=	\$ 1,995.36
6. Repair/Maintenance	33,256	@	\$ 0.05	=	\$ 1,662.80
			0.303	=	\$ 10,076.57

Maintenance	33,256		\$ 0.303	=	\$ 10,076.57
Administrative Fee	\$ 10,076.57	x	\$ 0.100	=	\$ 1,007.66
County Fee	80	@	\$1.00/per lot	=	\$ 80.00
Reserves 15% of total cost of maintenance				=	\$ 1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 12,675.71

Estimated Cost Per Year:	\$ 12,675.71		\$ 158.45
	80		

2024/2025 Assessment	\$ 4,137.22		\$ 51.72
	80		

2025/2026 Assessment	\$ 4,782.32		\$ 59.78
	80		





CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Approval of Revised Community Civic Event - Communities of the Giant Sequoias - 2nd Annual Watermelon Festival - July 13, 2025

SOURCE: Finance

COMMENT: At its meeting on May 6, 2025, the City Council approved the request submitted by Porterville Kiwanis to hold the 2nd Annual Watermelon Festival. The original request listed the Porterville Kiwanis as the sponsoring organization. The event chairperson has submitted a revised Community Civic Event Application updating the sponsoring organization to Communities of the Giant Sequoias.

The revised Community Civic Event Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved, and no other changes are proposed.

RECOMMENDATION: That the City Council approve the revised Community Civic Event application submitted by the Communities of the Giant Sequoias to hold the 2nd Annual Watermelon Festival on Sunday, July 13, 2025, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:

1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, Map, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Richard Tree, Interim City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

(Incomplete applications can delay permit process)



APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event Flyer: Yes X No _____ If yes, please attach copy

E-mail address: JaimeLopez56@gmail.com

Website: _____

Application date: 5-22-25 Event date: July 13th

Event time: 10Am-6pm

Name of Event: Watermelon Festival

Sponsoring organization: Communities of the Giant Sequoias Phone # 805-570-4524

Address: 1500D Nelson Drive

Authorized representative: Gail Kudlak Phone # 805-570-4524

Address: _____

Event chairperson: Jaime Lopez Phone # 559-789-1943

Location of event 1501 W Henderson Ave 93257

Location map must be attached

Description of event: Free Family Event

Purpose of event: Community event

Non-profit organization status: 88-3668188

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No X

Police protection Yes _____ No X Refuse pickup Yes _____ No _____

Other: _____

Parks facility application required: Yes _____ No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

J.G.
Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

J.G.
Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

J.G.
Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

J.G.
Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

(Name of Organization)

(Signature)

(Date)

Communitres of
The Grant Sequoias

[Signature]

5-22-25

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Watermelon Festival

Sponsoring organization: Communities of the Giant sequoias

Location: 1501 W Hederson Porterville Event date: 7-13-25 Event time: 10am - 6pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
espanza Tacos	652 E DATE Ave Porterville 559-560-6974		Food
adelious	1641 North Court St 559-827-2158		
Chickin' treats	702 W PAIO Alto Ave 559-970-3428		
Ruiz Tunnels	2701 W Scranton Ave 559-556-3072		
Farout Juice	1750 West Lloyd Ave 559-789-1771		
California Squeezed	1690 W Canyon Ave 559-789-6471		
Esther Barrera	2257 Emerson 559-557-0170		
Alma Tacos Cheri	5004 San Luis 661-593-8810		
Stardust	940 E Olive Dr 559-339-8087		
Super + Soc Ad-Hoc	2095 W Tyson Ave 661-586-6314		
Varinder	2864 Bell Port Ave		
I T J Antonio's	2250 F Ave 196 559-568-6009		
Little Bakery	P.O. Box 1971 559-310-6330		
DANA Orip	559-310-9733		

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Watermelon Festival

Sponsoring organization: Communities of the Giant Sequoias

Event date: 7/13/25 Hours: 10AM - 6pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>
<u>@Veterans Park</u>			
None			

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>

Requirements for Community Civic Event
Communities of the Giant Sequoias
2nd Annual Watermelon Festival
July 13, 2025

City Engineer:

D. Cervantez

Community Development Director:

C. Calderon

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

Vehicles not involved in the event to
park in designated parking areas.

Police Lieutenant:

M. Acevedo

Please see Exhibit B.

Administrative Service Director:

Y. Andrade

The certification of insurance and
endorsement forms provided are
sufficient for the proposed event.

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Communities of the Giant Sequoias
Event: 2nd Annual Watermelon Festival
Event Chairman: Jamie Gomez
Location: Veterans Park, Porterville Ca
Date of Event: July 13, 2025 (10:00 a.m-7:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Communities of the Giant Sequoias provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Watermelon Festival
July 13, 2025, 10:00 am to 5:00 pm
Veterans Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted; however, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department

City of Porterville/Fire Department
Community Civic Event Application

2nd Annual Watermelon Festival
July 13, 2025 10:00 AM – 6:00 PM
Veterans Park

Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy.

Clayton Dignam
Fire Marshal



OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

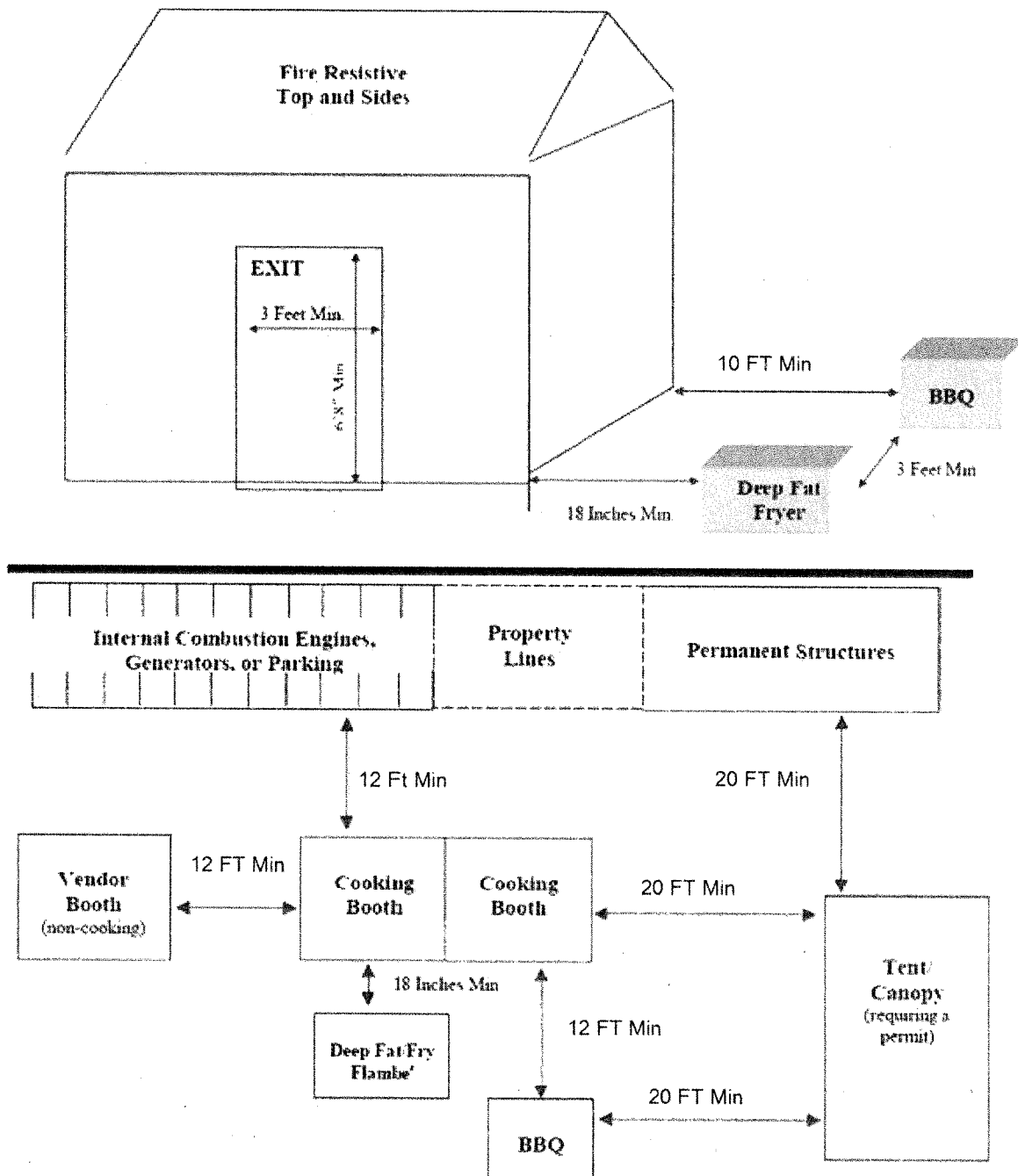
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

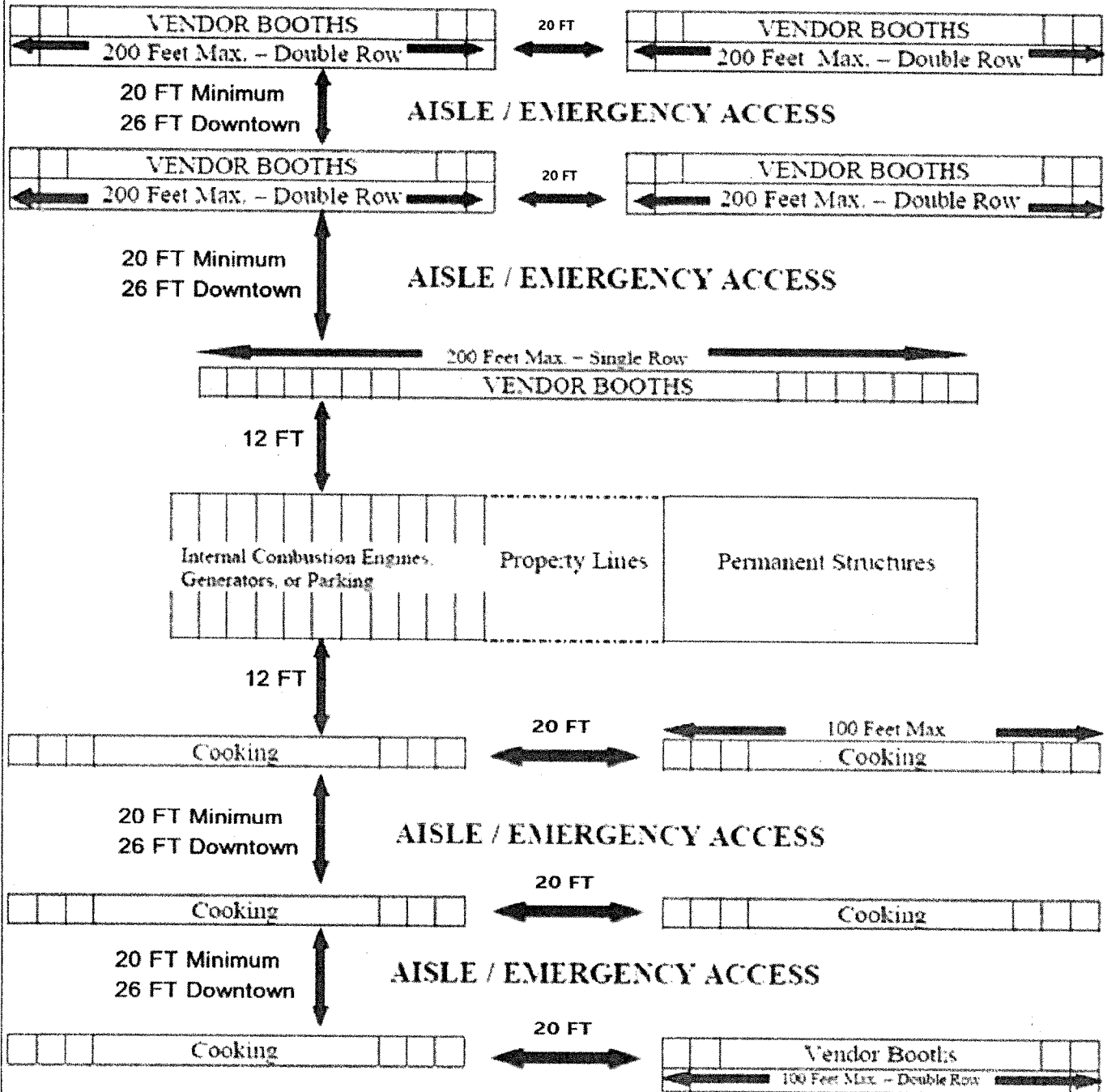
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Jaime Gomez
25433 Ave 78 Terra Bella 93270
- 2 Address where amplification equipment is to be used: 1501 W Henderson Ave Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rodell
1290 N Highland Drive Porterville
- 4 Type of event for which amplification equipment will be used: Community event
- 5 Dates and hours of operation of amplification equipment: 7-13-25-7-13-25
Times 10am-6pm
- 6 A general description of the sound amplifying equipment to be used: 2 speakers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall be by the council deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Jaime Gomez
Signature of Applicant

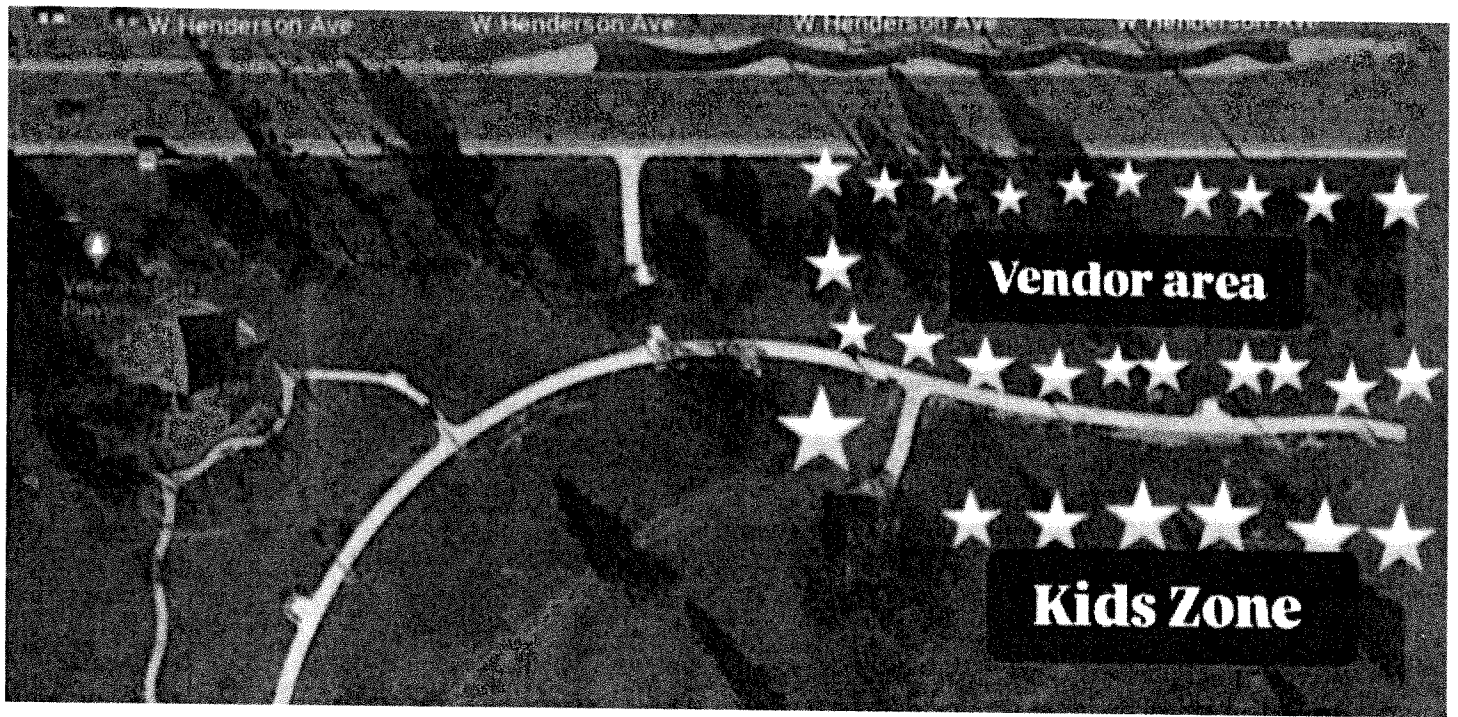
5-22-25
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

06/03/25

Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2025

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 Relation Ins. Services of Central California, Inc. 7673 N Ingram, Suite 103 Fresno CA 93711		CONTACT NAME: Maggie Vinson PHONE (A/C, No, Ext): (559) 781-3466 E-MAIL ADDRESS: maggie.vinson@relationinsurance.com FAX (A/C, No): (559) 781-4956	
INSURED Communities of the Giant Sequoias, DBA: Communities of the Giant 1500 D Nelson Drive Springville CA 93265		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES**CERTIFICATE NUMBER:** CL2553031292**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		EV169896	07/12/2025	07/14/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 0						
	PERSONAL & ADV INJURY \$ 2,000,000						
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DFD ☐ RETENTION \$						BODILY INJURY (Per person) \$
	☐ 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				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Watermelon Festival - Community Event
July 13, 2025 10am - 6pm
Additional Insured per attached endorsement CG 20 26 04 13

CERTIFICATE HOLDER**CANCELLATION**

City Of Porterville 291 N Main Street Porterville CA 93257	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 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Porterville, 291 N Main Street, Porterville, CA 93257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations



JUMPINF-01

KPINLAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

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 American Tri-Star Insurance Services Inc. 16162 BEACH BLVD STE 100 Huntington Beach, CA 92647	CONTACT NAME: Josh Quintero	
	PHONE (A/C, No, Ext): (619) 919-0328	FAX (A/C, No):
INSURED Jumpland Inflatable's 2250 W Aurora Ave Porterville, CA 93257	E-MAIL ADDRESS: josh@amtsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Kinsale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
38920		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	0100283532-1	2/12/2025	2/12/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day cancellation notice applies. Certificate Holder is also Additionally Insured.

CERTIFICATE HOLDER

CANCELLATION

The City Of Porterville
15 E Thurmann Ave Suite A
Porterville, CA 93257

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

Josh Quintero

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - SCHEDULED PERSON
OR ORGANIZATION**

Attached To and Forming Part of Policy 0100283532-1	Effective Date of Endorsement 02/12/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Jumpland Inflatables
Additional Premium: \$0	Return Premium: \$0	

Policy Change Number: 1

This endorsement modifies insurance under the following:

EQUESTRIAN GENERAL LIABILITY WITH EQUINE PROFESSIONAL LIABILITY COVERAGE
FIREARM OPERATIONS GENERAL LIABILITY WITH FIREARM PROFESSIONAL LIABILITY COVERAGE
ATHLETIC FACILITY GENERAL LIABILITY WITH FITNESS TRAINER PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person(s) or Organization(s)	Address of Person(s) or Organization(s)
The City Of Porterville	15 E Thurman Ave, Suite A, Porterville, CA 93257

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the Person(s) or Organization(s) shown in the above Schedule that you are required to include as an Additional Insured on this Policy by written contract in effect during the "policy period" and executed prior to the "occurrence" causing the "bodily injury" or "property damage", or offense causing the "personal and advertising injury", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Such insurance will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance afforded to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage":
 - a. Arising out of the sole negligence of the Additional Insured or any "employee" or agent of the Additional Insured; or
 - b. To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. Any Person's or Organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

- C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- D. Duties of the Additional Insured in the event of "occurrence", offense, claim, or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", offense, claim, or "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim or "suit" to any other insurer with a policy under which such Additional Insured may qualify as a Named Insured or Additional Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

COMMUNITIES OF THE GIANT SEQUOIAS
1500 D NELSON DRIVE
SPRINGVILLE, CA 93265

Date:
09/03/2024
Employer ID number:
88-3668188
Person to contact:
Name: Mrs. Moll-Malone
ID number: 31262
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 21, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053453003194

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.



COMMUNITIES OF THE GIANT SEQUOIAS

Pierpoint Springs · Camp Nelson · Cedar Slope · Alpine Village · Sequoia Crest · Ponderosa

May 23, 2025

City of Porterville
291 N Main Street
Porterville 93257

My name is Gail Kudlac and I am the treasurer for the Communities of the Giant Sequoias in Camp Nelson. We are a non-profit 501c3 that puts on events in our community. I am writing this letter of recommendation for Jaime Gomez, who has been a big supporter of our events for many years. During this time, I have had the opportunity to observe Jaime Gomez closely and have thoroughly impressed with his ability and achievements.

Jaime has consistently demonstrated a strong work ethic and a high level of commitment to the community. His main goal is to bring families together for a day of fun.

Overall, I strongly recommend Jaime Gomez and his crew to be able to rent Veteran's Park for the Watermelon Festival, July 13, 2025.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Gail Kudlac

Treasurer

Communitygroup190@gmail.com

(805) 570-4524



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 87012098

05/22/2025 11:43 AM

Account Information

Jaime Gomez
25433 Ave 78
Porterville, CA 93257
559-789-1943

Payment

Cash \$187.00

Received By

Tonya Childree at Centennial Plaza

Item

Amount Paid

Veterans Park Pavilion 1 Jul 13, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Bounce House Permit Fee	\$27.00
Veterans Park Pavilion 2 Jul 13, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 Jul 13, 2025 10:00 AM-10:00 PM - Resident Rental Fee: \$40/Block	\$40.00
Subtotal	\$187.00
Total Payment	\$187.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function. 500+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Picnic Area 4**Parks, Pavilions**

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

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If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department. No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

2ND ANNUAL

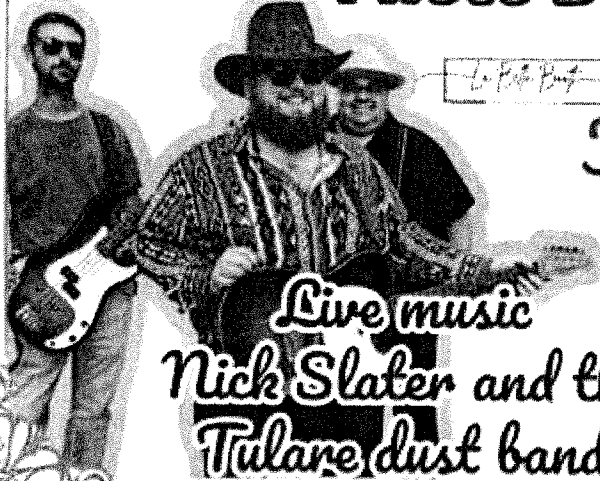
Watermelon FESTIVAL

July 13 • 10am-6pm

Veterans Park Porterville

FREE!

Huge Kids Zone, wipe out Zone & 2 obstacles course bounce houses, Watermelon eating Contest, Photo Booth & more.

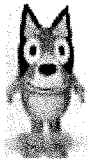
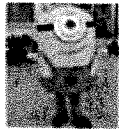
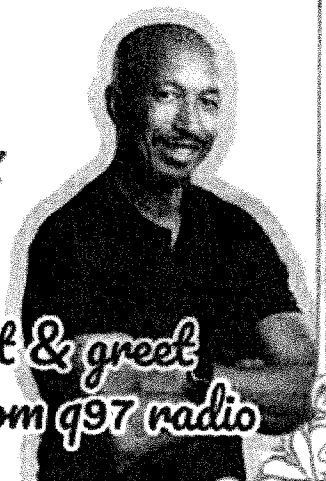


Live music
Nick Slater and the
Tulare dust band

Live DJ,
Food, Drink &
Craft vendors



Meet & greet
Dre from 99.7 radio



Family HealthCare



exp RENE VELARDE



Kids Dentist



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Authorization for Street Closure - KJUG Concert

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on April 15, 2025, City Council authorized the City to once again sponsor the KJUG Concert Series to take place at Centennial Park, along with approving the sponsorship cost of \$2,000 to be paid from the Community Promotions account, and a \$2,000 expenditure for special event liability coverage to be funded through the Risk Management Fund.

The free concert is scheduled for June 27, 2025, and will begin at 7:00 p.m. City staff is recommending the same street closure as in past years from 3:00 - 9:00 p.m. to ensure the safety of attendees. Main Street from Thurman Avenue to Cleveland Avenue, along with Cleveland Avenue from Main Street to the alley just east of Centennial Park, will be closed. The attachment in the staff report shows the proposed street closure and traffic plan. Knoxville-raised artist on the rise, Greytan James, will be the performer for the concert.

RECOMMENDATION: That the City Council authorize the street closure for the KJUG Concert on June 27, 2025, from 3:00 - 9:00 p.m., on Main Street from Cleveland Avenue to Thurman Avenue and Cleveland Avenue from Main Street to the alley just east of Centennial Park.

ATTACHMENTS:

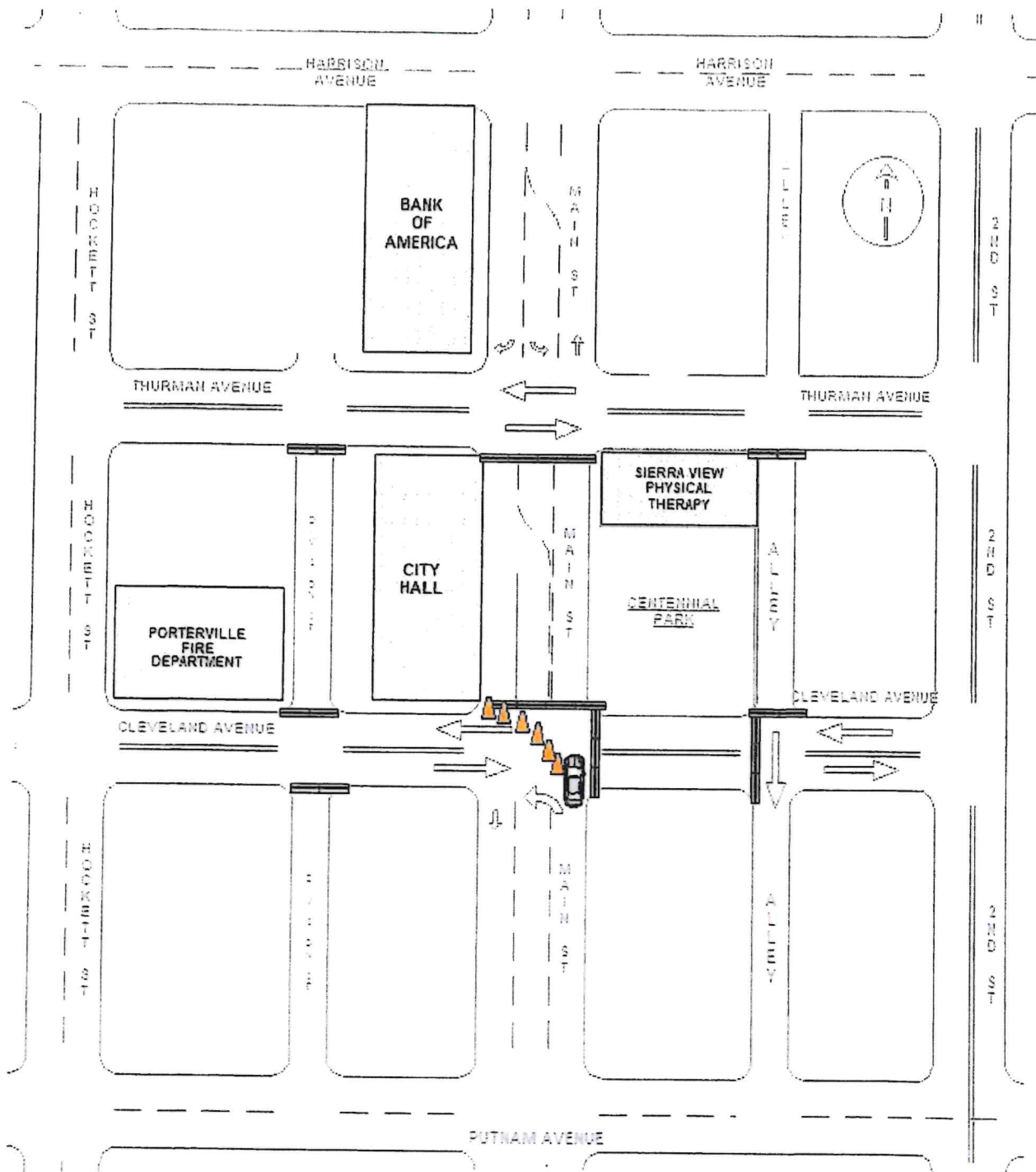
1. KJUG Closure
2. Greytan James

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager





GREYLAN JAMES

JUNE 27

**FREE CONCERT
SERIES**

Greylan James

From the moment his Papaw gifted him his first guitar at the age of five, one of Nashville's most exciting young breakout Country stars Greylan James knew he was meant to be a musician. The Knoxville-raised artist-on-the-rise has been manifesting his vision of Country music stardom since his earliest days: from those cleats and cowboy hats he wore to school to playing every sort of live show imaginable from tailgates to patios and dive bars to funerals around his hometown. Since moving to Music City eight years ago, Greylan has become a "celebrated songwriter" (Country Now) earning cuts from some of Country music's most notable artists including Kenny Chesney, Chris Young, Cole Swindell, Darius Rucker, Chris Janson, Bailey Zimmerman, Breland and more. The singer/songwriter recently earned his first No. 1 and ACM Award for Song Of The Year co-writing Jordan Davis' smash hit "Next Thing You Know." The song also earned Greylan his first CMA Award nomination for Song Of The Year. To date, Greylan's songbook has amassed more than 650 million streams. And while Greylan has undoubtedly been incredibly successful penning hits for others in the writer's room, he's ready to strike out on his own with the recent release of his anticipated debut single "Young Man." Co-written alongside esteemed Nashville songwriters Jacob Davis and Josh Miller, and dedicated to Greylan's late grandfather, the reflective song of notching wisdom from one's elders is his most personal song yet. After joining Old Dominion and Cole Swindell on the road in 2023, Greylan has supported Scotty McCreery's CAB IN A SOLO TOUR and Adam Doleac's WRONG SIDE OF A SUNRISE TOUR in 2024. In 2025 he's headlining at CMA Music Fest, Watershed Festival, Greeley Stampede, and the Rise Up Music Festival. He was a featured performer at this year's C2C Country to Country Music Festival in Germany and the Netherlands.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Annual State Senate Bill 1205 Fire Inspection Compliance Report

SOURCE: Fire

COMMENT: California Senate Bill 1205 (SB 1205), enacted in response to the 2016 Ghost Ship warehouse fire, requires fire departments to report annually on their compliance with mandated inspections of specific occupancies. These include public and private K–12 schools, licensed daycare centers, hotels, motels, apartment complexes, and certain residential care facilities, as outlined in Sections 13146.2 and 13146.3 of the California Health and Safety Code. The law also requires that this report be submitted to the governing body of the jurisdiction and acknowledged through a formal action such as a resolution, as specified in Section 13146.4.

For the 2024 calendar year, the Porterville Fire Department completed inspections of thirty-seven educational occupancies and fifty-nine residential occupancies that fall within the categories subject to annual inspection. These inspections resulted in a one hundred percent compliance rate for both groups. Although a small number of properties are still completing corrective actions, such as replacing parts delayed by supply chain issues or coordinating with contractors, all initial inspections required under state law were completed. Staff continues to follow up with property representatives to ensure full resolution.

Following changes in operations prompted by the COVID-19 pandemic and recommendations from the Serious Accident Review Team, the Fire Department discontinued the use of engine companies for inspections. The responsibility for mandated inspections was transitioned to the Fire Prevention Division under the Fire Marshal, which has allowed the Department to meet its inspection requirements while responding to complaints and inspection requests in a timely manner. With over 1,400 occupancies citywide, including more than 100 that are subject to state mandates, the Department continues to evaluate and adjust its inspection program to reflect updated classifications, annexations, and new developments. While only certain inspections must be reported to the City Council, the Fire Prevention Division actively tracks all occupancies through

the Department's records management system to ensure accurate reporting and consistent oversight.

This report is being presented in conjunction with the City's annual budget process, as permitted under the law. Adoption of the attached resolution will confirm the City Council's acknowledgment of the report and establish the City's compliance with the applicable sections of the California Health and Safety Code.

BACKGROUND:

ANALYSIS:

ENVIRONMENTAL
REVIEW:

RECOMMENDATION: That the City Council approve the attached Resolution acknowledging receipt of the Fire Chief's annual report regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code.

ATTACHMENTS: 1. Draft Resolution
 2. SB1205 2024 Fire Inspections
 3. SB1205 text

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACKNOWLEDGING RECEIPT OF THE FIRE CHIEF'S ANNUAL REPORT REGARDING THE
PORTERVILLE FIRE DEPARTMENT'S INSPECTION OF SPECIFIC BUILDINGS AND
OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA
HEALTH AND SAFETY CODE**

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019 and requires that an annual report of fire inspections conducted by the Fire Department be presented to the City Council for acknowledgement; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Porterville Fire Department, that provide fire protection services, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Porterville Fire Department, that provide fire protection services, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Porterville intends this Resolution to fulfill the requirements of California Health & Safety Code regarding acknowledgment of the Porterville Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED:

SECTION I. REPORT RECEIVED:

That the City Council of the City of Porterville acknowledges receipt of the Fire Department's annual inspections report for Calendar Year 2023 and recognizes the measure of compliance achieved by the Porterville Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Porterville, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Porterville, there were 37 Group E occupancies, buildings, structures and/or facilities identified.

During 2023, the Porterville Fire Department completed 37 annual inspections of Group E occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have numerous sub- classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non- ambulatory or bedridden. Within the City of Porterville, there were 59 Group R (and their associated sub- categories) occupancies of this nature.

During 2023, the Porterville Fire Department completed 59 annual inspections of Group R occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 100% for this reporting period.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2025

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

By _____
Fernando Gabriel-Moraga,
Chief Deputy City Clerk

Porterville Fire Department

Start Date: 01/01/2024 | End Date: 12/31/2024

Inspection Type: All Inspection Types

Category/Subcategory	Annual	Reinspection	Total Count (All Selected)	FAIL	NOT OBSERVED	PASS	VIOLATION CLEARED
Assembly Group A / A-1 Theaters / Performing Arts	1	2	3	9	0	0	9
Assembly Group A / A-2 Food and Drink	1	0	1	6	0	0	0
Assembly Group A / A-3 Worship and Recreation	5	4	9	18	0	0	11
Assembly Group A / A-5 Outdoor Sporting Events	1	2	3	5	0	3	7
Business Group B / Business Group B	18	8	26	45	0	8	14
Educational Group E / Daycare with more than 5 children age 2.5 or older Group E	6	2	8	12	0	3	5
Educational Group E / Elementary School	22	29	51	128	0	16	108
Educational Group E / High School	6	10	16	108	0	4	87
Educational Group E / Middle School	3	7	10	29	0	0	31
Imported / Imported	3	2	5	3	0	0	3
Institutional Group I / I-2 Medical - Hospital and Nursing homes	2	2	4	8	0	6	7
Institutional Group I / I-3 Jails / Detention Centers	1	0	1	0	0	4	0
Mercantile Group M / Mercantile Group M	12	9	21	72	0	0	24
Mercantile Group M / Service Stations	9	6	15	27	0	3	15
Residential Group R / R-1 Hotels / Motels	4	2	6	14	0	0	5
Residential Group R / R-2 Apartments	54	5	59	20	1	6	10
Residential Group R / R-4 Assisted Living (more than 5 but less than 16 (excluding staff)	1	0	1	1	0	0	0
Storage Group S / S-1 Moderate-hazard (Car Garages)	1	0	1	0	0	0	0
Total	150	90	240	505	1	53	336
*State Mandated Occupancies required for annual reporting pursuant to SB1205							
** Additional State Mandated Inspections (every 2 years)							

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting. Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, former Mayor Martha A. Flores, in conjunction with Acting City Manager Patrice Hildreth, declared the existence of a local emergency within the City of Porterville. This declaration was made pursuant to Chapter 9 of the Porterville Municipal Code and in response to a series of storm systems impacting the Porterville area, increasing flows in the Tule River and posing a significant threat to life and property. The City Council ratified the declaration at its Special Meeting on March 17, 2023, in accordance with the California Emergency Services Act (Government Code § 8558 et seq.). Per State requirements, the declaration must be renewed every sixty (60) days to remain in effect. At its most recent meeting on June 3, 2025, the Council renewed the emergency declaration.

Staff continues to work with FEMA to resolve outstanding claims and identify a timeline and path forward. In an effort to reduce the size of the agenda binder while still keeping the Council informed, staff is including only the most current Armory Census as an attachment to this report. Once the declaration of local flood emergency is officially concluded, and in coordination with FEMA guidance, staff will prepare a final close-out report that includes all supporting documentation and attachments currently on file.

Chronology of Emergency Response Actions:

- March 10–19, 2023: Tulare County Sheriff and City officials issued a series of evacuation warnings and mandatory orders due to rising water levels and flood threats, including areas near Success Lake, River Springs Drive, and Rio Vista Avenue.
- March 13, 2023: The City declared a Local Emergency.
- March 15–25, 2023: City Public Works performed extraordinary flood mitigation efforts. Evacuation orders were adjusted based on river activity.
- March 17, 2023: The City Council ratified the emergency declaration.
- April 11, 2023: The Temporary Evacuation Point (TEP) and Emergency Shelter relocated from Porterville College to the Porterville Armory.

- April 14–May 5, 2023: The City and County executed an MOU to continue Armory TEP operations without Cal OES funding.
- May 5, 2023: The City assumed full operational and financial responsibility for the Armory site.
- May 16, 2023: The Council approved a one-year no-cost license agreement for exclusive use of the Armory.
- April–July 2023:
 - Council approved emergency expenditures including water rescue equipment, mobile ADA-compliant restrooms, and flood mitigation services.
 - Due to contract violations, TopKnotch Security was terminated and replaced by Good Guard Security for ongoing Armory safety services.
- State and Federal Declarations:
 - Governor Newsom issued Executive Orders N-6-23, N-7-23, and N-10-23 to support flood response and recovery.
 - President Biden’s Major Disaster Declaration (April 3, 2023) activated federal recovery funding; FEMA formally closed the incident period on July 10, 2023.

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. Armory Census

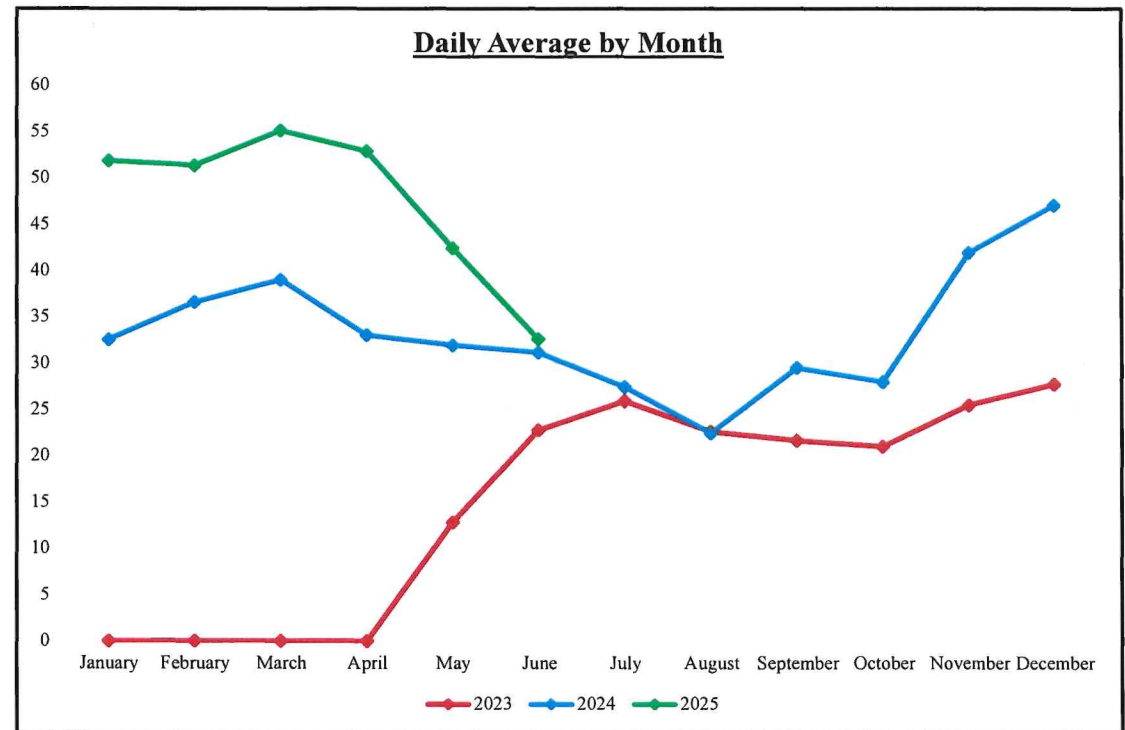
Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

Daily Average by Month (Adults Only)			
	2023	2024	2025
January	-	32.55	51.87
February	-	36.59	51.36
March	-	39.00	55.13
April	-	33.03	52.93
May	12.85	31.97	42.45
June	22.80	31.20	32.63
July	25.97	27.48	-
August	22.68	22.48	-
September	21.70	29.53	-
October	21.03	28.00	-
November	25.53	41.97	-
December	27.77	47.06	-





CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Status of Vacant Positions as Required by AB 2561

SOURCE: Administrative Services

COMMENT: California State Assembly Bill (AB) 2561, which took effect on January 1, 2025, establishes new requirements for public agencies regarding the tracking and reporting of job vacancies. Under this law, public agencies must present the status of their vacancies in a public hearing before the governing body at least once per fiscal year. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the City must, upon request of the recognized employee organization, include specified information during the public hearing. Following a review of all six (6) of the City's bargaining units, none currently meet or exceed the 20% threshold. Vacancy rates for all units are detailed in Exhibit A.

To combat the vacancy rate, the City employs various recruitment strategies, including posting vacancies on the City's website, recruitment portal, industry-specific job boards, the City's social media platforms, and local newspapers. In 2024, the Council also approved the purchase of NEOGOV. NEOGOV is one of the most highly used recruiting software programs for many public agencies and makes it easier to contact and engage with applicants. The Human Resources Office has seen an increase in the number of applicants who respond to recruitments since the software's launch in October 2024.

RECOMMENDATION: That the City Council conduct a public hearing and review the vacancy report in compliance with AB 2561.

ATTACHMENTS:

1. Exhibit A
2. Bill Text - AB-2561 Local public employees-vacant positions

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

Exhibit A

Bargaining Unit	# of Vacancies	# of Allocations	% of Vacancies
Fire Officer Series	0	10	0%
Management and Confidential Series	6	70	9%
Porterville City Employees' Association	5	130	4%
Porterville City Firefighters' Association	3	36	8%
Porterville Police Officers' Association	12	75	16%
Public Safety Support Unit	9	48	19%

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SHARE THIS:



Date Published: 09/23/2024 09:00 PM

Assembly Bill No. 2561**CHAPTER 409**

An act to add Section 3502.3 to the Government Code, relating to public employment.

[Approved by Governor September 22, 2024. Filed with Secretary of State
September 22, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

(a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.

(b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.

(c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2. Section 3502.3 is added to the Government Code, to read:

3502.3. (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4. No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Public Health Goal Report

SOURCE: Public Works

COMMENT: Senate Bill 1307 amended the California Health and Safety Code to require public water systems serving more than 10,000 service connections to prepare a Public Health Goal (PHG) report every three years if any constituents in the water system exceed PHG or Maximum Contaminant Level Goal (MCLG) thresholds.

PHGs are non-enforceable public health targets established by the California Office of Environmental Health Hazard Assessment (OEHHA), part of the California Environmental Protection Agency (CalEPA). These goals are based solely on public health risk and do not take into account factors such as analytical detection limits, treatment technology, or cost. Where OEHHA has not adopted a PHG for a specific constituent, water suppliers must use the U.S. Environmental Protection Agency's MCLG as the benchmark.

State law further requires the City to hold a public hearing to accept and respond to public comment on the PHG report. This process promotes transparency and informs the public of the City's drinking water quality, health-related benchmarks, and any differences between regulatory standards and health-based goals. The City of Porterville's water system remains in full compliance with all applicable State and Federal drinking water standards. The 2025 Public Health Goal Report is attached for Council and public review. It is also intended to supplement the annual Consumer Confidence Report mailed to all customers.

RECOMMENDATION: That City Council conduct a Public Hearing to solicit comments on the Public Health Goal Report.

ATTACHMENTS:

1. 54-10010-City of Porterville-CCR-2023
2. Public Health Goal 2025

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Richard Tree, Interim City Manager

In order to ensure that tap water meets standards, USEPA and the State Water Resources Control Board prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that provide the same protection for public health. The City of Porterville tests its water at each well site and at numerous locations throughout the distribution system on a regular basis in order to comply with all state and federal standards.

City of Porterville water comes from 37 municipal water wells and 1 standby well located throughout the city. Before being pumped into the distribution system, a disinfectant is added to the water to protect you from potential microbial contaminants.

An assessment of all the drinking water sources for the City of Porterville was completed in February of 2022. Of the 37 wells, six have been determined to be vulnerable to PCE contamination, and seven have been determined to be vulnerable to nitrate contamination, and one vulnerable to DBCP contamination; however, none of these constituents have been detected at concentrations over the drinking water standards. A copy of the complete assessment is available at the City Corporation yard, 555 N. Prospect Street.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. For additional water quality data, please contact Jonathan Pruitt at 782-7516 or David Payne at 782-7518. Your concerns can also be addressed to the Porterville City Council. Meetings are held at 6:30 p.m. on the first and third Tuesdays of each month at City Hall, 291 N. Main Street. Council sessions are open to the public. Property owners, with any type of tenants, please make copies of this report and distribute them to your tenants and/or post on your community board if available.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include: microbial contaminants such as viruses and bacteria; inorganic contaminants such as salts and metals; pesticides and herbicides that may come from a variety of sources; organic chemical contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and radioactive contaminants that can be naturally occurring.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (800) 426-4791.

IMPORTANT REMINDER FOR AQUARIUM OWNERS AND HOME DIALYSIS PATIENTS

To meet USEPA regulations the water supply will contain chlorine. Residents with aquariums or fish ponds should remove the chlorine with water conditioning chemicals or granular activated carbon. Contact your local tropical fish store to determine the best water treatment for your fish. If you are receiving kidney dialysis treatment, please contact your doctor or dialysis technician to be sure that the equipment is adequately removing the chlorine.

OTHER PRECAUTIONS THE PUBLIC SHOULD CONSIDER

Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800) 426-4791.

DEFINITIONS:

0 – Indicates a value less than the detection reporting level

AL - Action Level - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

MCL - Maximum Contaminant Level - The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

MCLG - Maximum Contaminant Level Goal - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

ND – Non-Detected – constituent not detectable in test sample

pCi/l – Picocuries per liter

ppm/b/t – Parts Per Million / Billion / Trillion

Primary Drinking Water Standard - Primary MCLs, specific treatment techniques adopted in lieu of primary MCLs, and monitoring and reporting requirements for MCLs that are specific in regulations.

PHG - Public Health Goal - The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Range of Detection – the highest (maximum) and lowest (minimum) level of contamination detected in a sample set (a group of samples accompanied by a suite of properties that describe shared characteristics of all samples in the group)

CONSUMER CONFIDENCE REPORT

CITY OF PORTERVILLE

FOR PERIOD 01/01/2023 TO 12/31/2023

ENGLISH

Este informe contiene informacion muy importante sobre su agua potable de beber. Traduze este informacion or si tiene preguntas, pueden hablar con Bertha Yarbrough a (559) 782-7518.



Field Services Division
Public Works Department
Water Utilities
555 N. Prospect St.
Porterville, CA 93257
Phone: (559) 782-7514

TABLE I: PRIMARY STANDARDS AND UNREGULATED CONTAMINANTS								
Constituent	MCL	PHG	Range of Detection		Average	Meets Standards	Year(s) Sampled	Typical Source of Contaminant
Volatile Organic Contaminants			Min	Max				
1,1-Dichloroethylene (DCE) (ppb)	6	10	-	-	-	YES	2023	Discharge from industrial chemical factories
Tetrachloroethylene (PCE) (ppb)	5	0.6	-	4.2	2.53	YES	2023	Discharge from factories, dry cleaners, and auto shops (metal degreaser)
Synthetic Organic Contaminants including Pesticides, Insecticides, and Herbicides								
Dibromochloropropane (DBCP) (ppt)	200	1.7	-	30	2.63	YES	2023	Runoff/leaching from former use of nematocide on soybeans, cotton, vineyards, tomatoes, and tree fruit
Inorganic Contaminants								
Arsenic (ppb)	10	0.004	-	3.0	0.61	YES	2023	Erosion of natural deposits
Barium (ppm)	1	2	-	0.23	0.05	YES	2023	Erosion of natural deposits
Fluoride (ppm)	2	1	-	0.3	0.11	YES	2023	Erosion of natural deposits
Nitrate as Nitrogen (ppm)	10	10	-	7.8	3	YES	2023	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
NITRATE: Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.								
Radionuclides								
Gross Alpha (pCi/L)	15	-	0.96	92.00	6.33	YES	2023	Erosion of natural deposits-One sample above MCL- meets standards on running annual average
Uranium (pCi/L)	20	0.43	-	6.74	2.10	YES	2023	Erosion of natural deposits
Disinfection Byproducts, Disinfectant Residuals and Disinfection Precursors								
Total Trihalomethanes (TTHM) (ppb)	80	N/A	-	3.0	1.40	YES	2023	Byproduct of drinking water chlorination
Chlorine (ppm)	4	4	0.3	0.46	0.40	YES	2023	Disinfectant added for treatment
TABLE II: MICRO BIOLOGICAL CONTAMINANTS (2023)								
Constituent	MCL	MCLG/PHG		Sampling Frequency		Meets Standards	Amount Detected	Possible Source
Total Coliform Bacteria	Presence in more than 5% of monthly samples	0		18-19 samples/week		YES	1 tests for a one month period	Naturally present in the environment
COLIFORMS are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful bacteria may be present. If a representative system sample tests present for Coliforms, the sample is then retested. The sample is retaken up-stream, down-stream, and at the original system location to confirm and/or identify initial result. If the result remains present, a notification process is implemented and the affected area will be flushed and resampled until Bacteria Coliform sample results are absent.								
TABLE III: LEAD AND COPPER (2022)								
Constituent	MCLG	Action Level (AL)	90th Percentile Level Detected		Meets Standards	Sites Exceeding AL	Samples Collected	Possible Source
Lead (ppb)	0.1	15	0.11		YES	0	35	Internal corrosion of household water plumbing systems; erosion of natural deposits
Copper (ppm)	0.0	1.3	0.0		YES	0	35	
LEAD: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Porterville is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead .								
TABLE IV: SECONDARY STANDARDS - AESTHETIC STANDARDS								
Constituent	MCL	Range of Detection		Average	Meets Standards	Year(s) Sampled		
Chloride (Cl) (ppm)	500	6	26	11.51	YES	2023		
Color (units)	15	1	2	1.06	YES	2023		
Sodium (ppm)	N/A	12	42	23.17	YES	2023		
Specific Conductance (micromhos)	1,600	234	543	371.06	YES	2023		
Sulfate (SO4) (ppm)	500	6	20	11.56	YES	2023		
Total Dissolved Solids (TDS) (ppm)	1,000	125	347	206.23	YES	2023		
Total Hardness as (CaCO3) (ppm)	N/A	70	210	133.71	YES	2023		
Turbidity (Lab) (units)	5	0	24.0	1.12	YES	2023		

Porterville's Water Conservation Plan

The City of Porterville has a five phase water conservation plan in place to help conserve water resources during times of drought. Each phase has specific regulations in place to help maintain the city's water supply. It is important to be aware of the current phase the city is observing so that our joint water conservation efforts can be more effective. Visit www.ci.porterville.ca.us to learn more about our current water conservation phase.



To DO List:

- ☒ Turn sprinklers off
- ☒ Mulch around trees
- ☐ Fix leaky toilet

~ California

CITY OF PORTERVILLE PUBLIC HEALTH GOAL REPORT

The California Health and Safety Code Section 116470(b), (c) and (f) specifies that on July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections shall prepare a report intended to inform the public concerning any Public Health Goal (PHG) that is exceeded.

PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of Cal-EPA and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the California Department of Health Services (CDHS) in setting drinking water standards (MCLs) are considered in setting PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

The following constituent was detected in the city of Porterville drinking water sources at levels above the PHG, or if no PHG, above the MCLG:

Coliform Bacteria: In 2024 we collected 74 samples each month for coliform analysis for a total of 888 samples. In the year 2024 we had 5 samples found to be positive for coliform bacteria absent for E.coli.

Tetrachloroethylene (PCE): The PHG for PCE is 0.06 ppb, with a MCL of 5 ppb. Detection levels in 6 wells which are monitored quarterly have a running annual average of 2.57 ppb. The category of health risk associated with PCE is that people who drink water containing PCE **above** the MCL throughout their lifetime could experience liver problems and may have an increased risk of getting cancer. CDHS says that "Drinking water which meets the MCL is associated with little to none of this risk and should be considered safe with respect to PCE." The numerical health risk for a PHG of .06 ppb is 1 in 1,000,000. The numerical health risk for a MCL of 5 ppb is 8 in 100,000.

Lead and/or Copper: There is no MCL for Lead or Copper. Instead the 90th percentile value of all samples taken from household taps in the distribution system cannot exceed an Action Level of 15 ppb for lead, and 1300 ppb for copper. The MCLG for lead is 0.2 ppb and the MCLG for copper is .03 ppm. All of the source water samples for lead and copper in 2022 were less than the MCLG. Based on samples taken from household taps in 2022, the 90th percentile value for lead was 0.11 ppb and 0.0 ppm for copper. The City of Porterville's water system is in full compliance with the Federal and State Lead and Copper Rule. The category of health risk for lead and Copper is gastrointestinal damage to kidneys, liver and nervous system of humans. Numerical health risk information on lead has not been provided to OEHHA, the State agency responsible for providing that information.

On May 6, 2024, the City began sampling of thirty-seven (37) wells within the City of Porterville for PFAS. Of the thirty-seven (37) wells tested, seven (7) had PFAS levels that exceeded the PFAS Notification level. The seven (7) wells (City well 18, 19, 20, 21, 22, 26 and Lindale 7) are active wells that are in service without PFAS treatment but are well under the response level. Scientific research suggests that exposure to certain PFAS may lead to adverse health outcomes.

Definitions:

Public Health Goals (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U. S. Environmental Protection Agency.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically possible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Action Level: The concentration of which, if exceeded, triggers treatment or other requirements which a water system must follow.

ppb: Parts per billion



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Consideration of an Ordinance Designating Fire Hazard Severity Zones in the Local Responsibility Area

SOURCE: Fire

COMMENT: To comply with State wildfire hazard mapping requirements, the City must consider adoption of an ordinance establishing Fire Hazard Severity Zones (FHSZ) within the Local Responsibility Area (LRA). This staff report outlines the legal background, review process, and public notification steps taken, and recommends setting a public hearing to proceed with adoption.

Under Government Code Section 51178, the California State Fire Marshal (SFM) is required to identify and classify areas throughout the state as Moderate, High, or Very High Fire Hazard Severity Zones. These classifications are based on consistent statewide criteria including fuel loading, slope, fire behavior, weather, and wind patterns that contribute to wildfire spread. The updated mapping process incorporates new scientific data, local climate conditions, and fire behavior models to more accurately reflect wildfire hazards.

The terms “hazard” and “risk” are distinct and defined as follows:

- Hazard reflects the physical conditions that create the potential for wildfire, evaluated over a 30–50-year period and excluding mitigation efforts.
- Risk accounts for the potential damage under current conditions, including existing mitigation such as fire-resistant construction and fuel reduction.

FHSZs are designated in two primary responsibility areas:

- State Responsibility Areas (SRAs) – where the State is responsible for wildfire protection.
- Local Responsibility Areas (LRAs) – which include incorporated cities, urban areas, agricultural lands, and desert regions where wildfire protection falls under local jurisdiction.

Originally, Assembly Bill 337 (Bates Bill) required only Very High FHSZ designations in LRAs. However, Senate Bill 63 (Stern, 2021) amended the law to require Moderate and High zone classifications as well. The updated SRA maps took effect on April 1, 2024, and CAL FIRE’s update of LRA maps followed. Although draft maps were expected in January 2025, the City received them on March 10, 2025. Upon review, staff identified 117 parcels in the City’s LRA that were fully or partially designated as “Moderate.”

Per Government Code Section 51179, the City Council must adopt Moderate, High, and Very High zones by ordinance within 120 days of receiving the State Fire Marshal's recommendations. In addition, Section 51178.5 requires that maps be made available for public review within 30 days. In response, the City posted the maps online, mailed notices to affected property owners, and shared information via the Fire Department's social media accounts.

The public review period ran from April 4 through May 4, 2025. No comments were received through the online portal or in person at City Hall.

The City is not authorized to reduce or remove designated hazard zones. However, it may increase the designation or include additional areas not identified by the State, provided such changes are supported by findings and substantial evidence under Government Code Section 51182. Following review by the Fire Chief, staff does not recommend any changes to the State's designations at this time.

A model ordinance developed by CAL FIRE is included as an attachment. The City may also seek support from CAL FIRE's Land Use Planning Program, which offers guidance on fire-safe building standards, development regulations, and General Plan safety elements.

Insurance providers use separate risk models from those used by CAL FIRE. While some data may overlap, insurers rely on proprietary models that consider additional, dynamic variables. Staff will continue monitoring for future updates to the maps and initiate the appropriate review and Council processes as required.

RECOMMENDATION:

That the City Council:

1. Hold the noticed Public Hearing and receive any public testimony concerning the Proposed Ordinance;
2. Receive and review the Fire Hazard Severity Zone maps and data received from the State Fire Marshal in March 2025;
3. Acknowledge that the received information was made available for public review and comment within 30 days of receipt. The website was opened to the public, notices were mailed to affected property owners, and the Fire Department pushed the information out via social media platforms. The public comment period was open for 30 days from April 4 through May 4, 2025, in accordance with Government Code Section 51178.5;
4. Approve the draft ordinance designating only Moderate Fire Hazard Severity Zones within the City's Local Responsibility Area, waive the first reading, and order the ordinance to print.

ATTACHMENTS:

1. Fire Hazard Severity Zones Map
2. Draft Ordinance
3. Letter to Owners Affected
4. Local Responsibility Area Legislation Factsheet

Appropriated/Funded:

Review By:

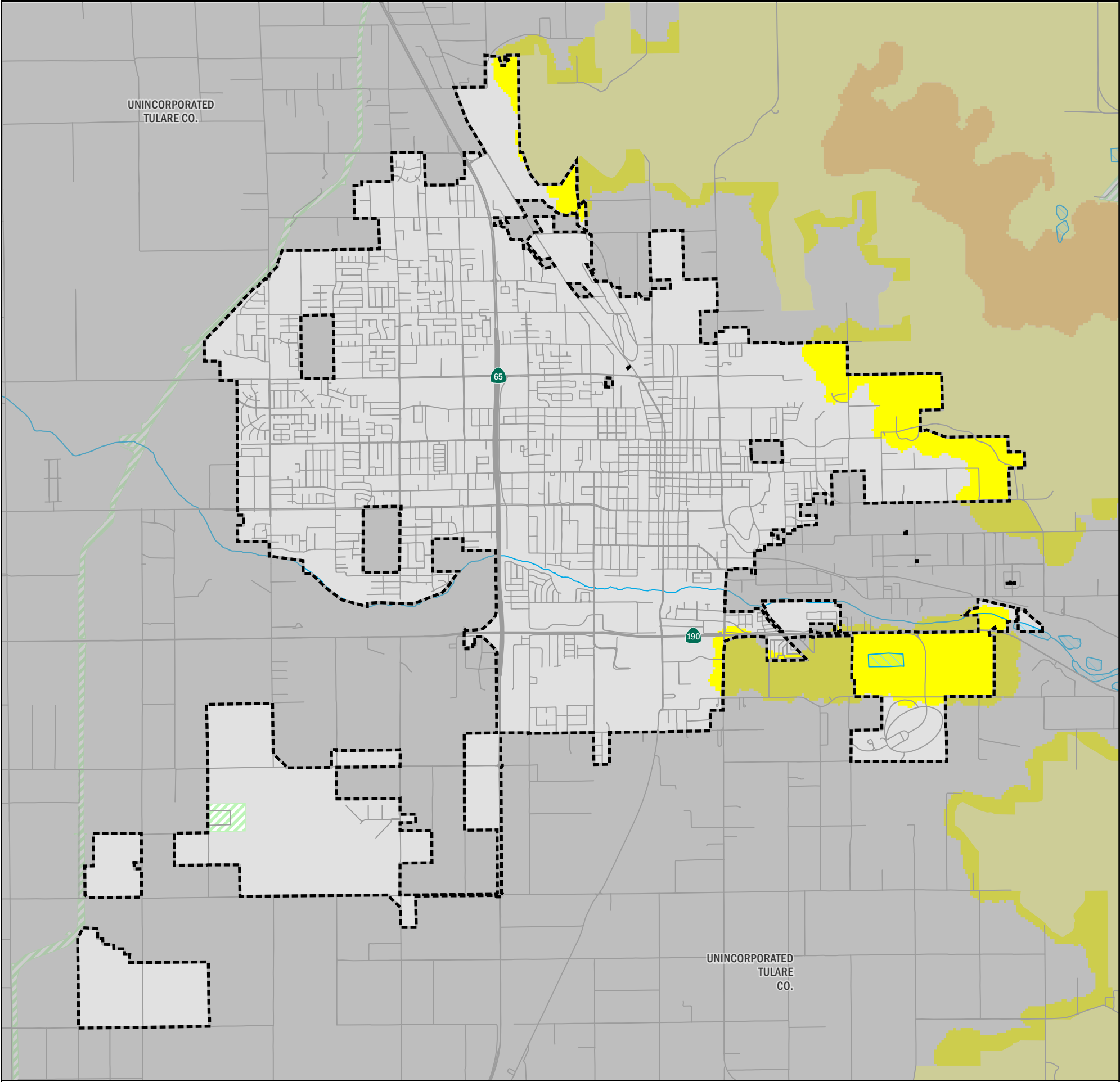
Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 10, 2025

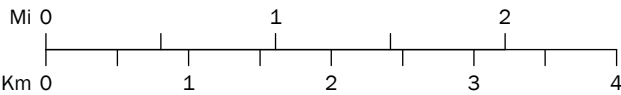


Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:53,000 at 11" x 17"

- Incorporated City
- Waterbody
- Unzoned LRA
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO DESIGNATE
FIRE HAZARD SEVERITY ZONES**

WHEREAS, Government Code Sections 51178 and 51179, as amended by Senate Bill 63 (Stern, 2021) and Assembly Bill 211 (2022), require the State Fire Marshal to identify areas within Local Responsibility Areas as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and the expected severity of fire hazards; and

WHEREAS, said Government Code Sections further require local agencies to designate Moderate, High, and Very High Fire Hazard Severity Zones in their jurisdiction by ordinance within 120 days of receiving recommendations from the State Fire Marshal; and

WHEREAS, the State Fire Marshal has transmitted recommendations and a map identifying Fire Hazard Severity Zones within the City of Porterville; and

WHEREAS, the City Council of the City of Porterville desires to designate Fire Hazard Severity Zones within its jurisdiction by adopting the map recommended by the State Fire Marshal, to ensure effective fire protection and public safety for the protection of life and property within the City.

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

SECTION 1. Designation of Fire Hazard Severity Zones.

The City of Porterville hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

The map, approved by the City of Porterville, is hereby incorporated by reference, and entitled "City of Porterville Fire Hazard Severity Zones." Dated (May 20, 2025).

The official map is also located electronically on the following website:
https://www.ci.porterville.ca.us/departments/fire/new_page/lra_fire_severity_zones.php

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Greg Meister, Mayor

ATTEST:
Ricard Tree, Acting City Clerk

By: _____
Fernando Gabriel-Moraga
Acting Chief Deputy City Clerk



Subject: Important Information Regarding Fire Hazard Severity Zone Designation

Dear Property Owner,

This letter is to inform you that your property has been newly identified by the State Fire Marshal as being within a **Moderate Fire Hazard Severity Zone (FHSZ)** in the Local Responsibility Area (LRA). This designation is part of an update to more accurately reflect areas susceptible to wildfire, incorporating new science in local climate data and improved fire assessment modeling. Senate Bill 63 (Stern, 2021) now requires the adoption of Moderate, High, and Very High FHSZ classes in Local Responsibility Areas. Previously, only Very High FHSZs were required.

As part of this process, there is a **public review and comment period**. Government Code 51178.5 requires local agencies to make this information available for public review and comment within 30 days of receiving the FHSZ maps from the State Fire Marshal.

We encourage you to learn more and provide your input. You can view the Local Area GIS Map to see if your property (zoom in and click, or search by APN) has been designated. You can find information and submit comments on the City's website at:

https://www.ci.porterville.ca.us/departments/fire/new_page/lra_fire_severity_zones.php

Additionally, if you are unable to provide comments through the above means, comments can be delivered to the Porterville Fire Prevention Office at City Hall, 291 N. Main St. Porterville, CA 93257, from 8-5 on normal business days through the last day of the public comment period, May 4, 2025.

To help you make informed decisions, you can also refer to the State Fire Marshal's Fire Hazard Severity Zone website:

<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

Your participation in the public comment process is valuable and appreciated.

Sincerely,

Bryan Cogburn
Fire Chief
City of Porterville



Fire Hazard Severity Zones Local Responsibility Area

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?

The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – [CA GOV 51178](#)

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – [CA GOV 51175](#)

What do Fire Hazard Severity Zones measure?

The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. – osfm.fire.ca.gov/fhsz

Will the new Fire Hazard Severity Zone maps affect my insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those the CAL FIRE includes in its hazard mapping, which is built to remain steady.

– [California Department of Insurance](#)

What are the requirements within Fire Hazard Severity Zones?

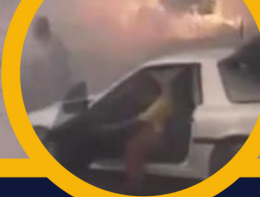
- Materials and Construction Methods for Exterior Wildfire Exposure – [CBC Chapter 7A](#)
- Natural hazard real estate disclosure at the time of sale – [CA CIV 1102.19 \(AB 38 2019\)](#)
- 100-foot defensible space clearance requirements – [CA GOV 51182](#)
- Property development standards such as road widths, water supply, and signage – [CA PRC 4290](#)
- Consideration during future development of Cities and Counties General Plan – [CA GOV 65302](#)

1980



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1991



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1982

Fire Hazard Severity Zone maps are created.

1985

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

1992

Frequently Asked Questions



Is there an easy way to determine the Fire Hazard Severity Zone of my property?

You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – [PRC 4125](#) and [GC 51178](#)

What are the key elements of the Fire Hazard Severity Zone Model?

The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

What is the difference between SRA and LRA?

State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – [CA PRC 4102](#)

Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – [CA PRC 4125](#)

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

– [PRC 4202](#) and [GC 51178](#)

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2007

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2021

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

2022

FHSZ Frequently Asked Questions



General

What is a Fire Hazard Severity Zone or FHSZ?

[Public Resource Code 4202](#); The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread.

[Government Code 51178](#); The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

What do Fire Hazard Severity Zones measure?

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

FHSZ Frequently Asked Questions



General

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Where do Fire Hazard Severity Zones apply?

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under [Senate Bill 63 \(Stern, 2021\)](#) [Government Code 51178](#) was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

What are the uses of Fire Hazard Severity Zones?

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

When were the maps last updated?

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

Why are fire hazard severity maps being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

FHSZ Frequently Asked Questions



General

How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

How are Fire Hazard Severity Zones determined?

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

What new data will be included in the new model, and how does this differ from the previous model?

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

FHSZ Frequently Asked Questions



General

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

Why do waterbodies have a Fire Hazard Severity Zone Classification?

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans. Currently there are 189 cities and 56 counties with FHSZ.

How can I search the Fire Hazard Severity Zone of a property?

You can search by address to find your current designation on the web at:

<https://egis.fire.ca.gov/FHSZ/> osfm.fire.ca.gov/FHSZ

FHSZ Frequently Asked Questions



SRA Questions

What is State Responsibility Area or SRA?

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

How is State Responsibility Area determined?

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the [Public Resources Code Section 4125](#). The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

What Fire Hazard Severity Zones are in State Responsibility Area?

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

What are the wildland urban interface (WUI) building codes in State Responsibility Area?

The WUI building codes ([California Building Code \(CBC\) Chapter 7A](#)) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>

FHSZ Frequently Asked Questions



SRA Questions

Why is my property in a different zone than the adjacent area, which looks similar?

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification.

What is the difference between the various Fire Hazard Severity Zones?

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

Is the GIS data for Fire Hazard Severity Zones available for download?

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.

FHSZ Frequently Asked Questions



LRA Questions

What is Local Responsibility Area or LRA?

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. [Government Code 51175](#) then provides direction for the local jurisdiction to take appropriate action.

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?

California's WUI building codes ([CBC Chapter 7A](#)) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?

Yes, per [Government Code 51182](#) unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

FHSZ Frequently Asked Questions



LRA Questions

What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The department works with local jurisdictions for validation of the mapping. The map, along with a model ordinance, are then sent to the governing body for adoption.

How are the new Fire Hazard Severity Zones impacting development?

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

When will the Local Responsibility Area Map be released?

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2024/25.

Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?

New legislation, [Senate Bill 63 \(Stern, 2021\)](#), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

What is the difference between the various Fire Hazard Severity Zones?

Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

Why is my property in a different zone than the adjacent area, which looks similar?

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

LRA Legislation Factsheet



Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

[Enrolled, January 28, 1991]

AB 337, Bates. Very high fire hazard severity zones.

- (1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

LRA Legislation Factsheet



Assembly Bill No.337 (Continued)

- (2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

- (3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

LRA Legislation Factsheet



Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178**, **51178.5**, 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]

SB 63, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

- (1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

- (2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

LRA Legislation Factsheet



Amended by Senate Bill No.63

Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)

Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)

LRA Legislation Factsheet



Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]

AB 211, Committee on Budget. Public resources trailer bill.

- (2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

LRA Legislation Factsheet



Amended by Assembly Bill No. 211

Government Code 51179

- (a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.
- (b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.
- (c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.
- (d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.
- (e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.
- (f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.
- (g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)



Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenience when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:

1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:

1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.



Land Use Planning Program

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.



For More Information
osfm.fire.ca.gov/fhsz



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Adoption of a Provisional Interim Budget for the First Quarter of Fiscal Year 2025-2026

SOURCE: City Manager's Office

COMMENT: At its meeting on May 20, 2025, the City Council approved an alternative schedule to the Fiscal Year 2025-2026 Budget Calendar. This revised approach allows for the continuation of the current Fiscal Year 2024-2025 budget through the first quarter of the new fiscal year, covering the period from July through September 2025. The purpose of this interim budget is to maintain legal compliance and ensure continuity of operations while staff works to prepare a more refined and strategic financial plan that incorporates updated labor cost projections, evolving program needs, and City Council priorities.

In accordance with Section 51 of the City Charter, the City Manager is required to submit revenue and expenditure estimates for the upcoming fiscal year no later than 30 days before the end of the current fiscal year. While the Charter requires the adoption of a general budget, it does not require that the budget cover the full fiscal year. This flexibility has been exercised during previous emergencies, including in 2020 during the COVID-19 pandemic and again in 2023 following the regional flood event. In both instances, the City adopted a provisional budget to ensure continued operations while a final budget was developed.

Similar conditions are present this year. The transition in city leadership, ongoing labor negotiations, and the need to align the budget with updated priorities have made it necessary to provide additional time for preparation. This interim budget will allow payroll and essential expenditures to continue without interruption beginning July 1, 2025.

A final Fiscal Year 2025-2026 Budget will be presented to the City Council following a series of study sessions and opportunities for public engagement. Adoption of the final budget is scheduled for September 2025.

RECOMMENDATION: That the City Council:
1. Conduct a public hearing to consider the adoption of a

Item No. 18.

Provisional Interim City Budget for the period July 1, 2025, through September 30, 2025; and

2. Adopt the attached resolution approving the continuance of the Fiscal Year 2024-2025 budget through the first quarter of Fiscal Year 2025-2026.

ATTACHMENTS:

1. Staff Report - May 20, 2025
2. Staff Report - June 3, 2025
3. Draft Resolution Provisional Interim City Budget

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager



CITY COUNCIL AGENDA – MAY 20, 2025

SUBJECT: Review of Adopted Budget Calendar for Fiscal Year 2025-2026 and Consideration of an Alternative Schedule

SOURCE: City Manager's Office

COMMENT: At its meeting of February 18, 2025, the City Council approved the Budget Calendar for Fiscal Year 2025-2026, which outlines key milestones for the preparation, review, and adoption of the City's annual budget. In accordance with Section 51 of the City Charter, this schedule provides for submission of revenue and expenditure estimates not later than thirty days prior to the end of the fiscal year, with the preliminary budget presented to the Council on June 3, 2025, and final adoption scheduled for June 17, 2025.

While Section 51 requires the adoption of a general budget, it does not specify the duration of the adoption period. Accordingly, and consistent with past Council practice and interpretation, the Council may authorize a budget covering less than the full fiscal year. This approach has been used in two recent cases: in 2020 during the onset of the COVID-19 pandemic, and in 2023 following the significant local flood event. In both instances, the City adopted a provisional interim budget to allow operations to continue while the full-year budget was finalized.

Given current operational demands, including the transition in the City Manager position, active labor negotiations, and evolving program needs, staff is proposing for Council's consideration a continuance of the Fiscal Year 2024-2025 budget for the first quarter of Fiscal Year 2025-2026. This continuation would provide stability and legal compliance while allowing additional time to complete a refined and strategic financial plan. The interim budget will ensure continuity of operations while staff incorporates updated labor projections and Council priorities.

The proposed schedule is designed to support a transparent, participatory, and collaborative budget development process. It includes multiple opportunities for Council discussion, public engagement, and iterative review, leading to adoption of a final budget that aligns with long-term fiscal goals and community needs.

Should the Council wish to consider an alternative approach, staff is proposing the following modified schedule:

Item No. 22.

- **June 3, 2025:** Consideration of Proposed Fiscal Year 2025-2026 Budget Process and Setting of Date for Public Hearing.
- **June 17, 2025:** Public hearing to consider the adoption of a continuance of the Fiscal Year 2024-2025 budget for the first quarter of Fiscal Year 2025-2026 (July through September).
- **June 24, 2025:** Special City Council meeting to conduct a Budget Study Session of the draft Fiscal Year 2025-2026 budget.
- **July 22, 2025:** Special City Council meeting to consider and determine Council's Priority Projects for Fiscal Year 2025-2026.
- **September 2, 2025:** Consideration of Proposed Fiscal Year 2025-2026 Budget and Setting of Date for Public Hearing.
- **September 16, 2025:** Public hearing for the formal adoption of the final Fiscal Year 2025-2026 budget.

This alternative schedule supports a transparent, collaborative, and responsive budget process. It allows for extended Council engagement, additional staff analysis, and public input while ensuring legal compliance and continuity of services.

RECOMMENDATION: That the City Council:

1. Confirm the proposed Budget Calendar for Fiscal Year 2025-2026 as approved at the February 18, 2025, City Council meeting; or
2. Consider and approve an alternative budget schedule as presented by staff, based on current operational needs and organizational conditions.

ATTACHMENTS:

1. Staff Report - February 18, 2025
2. Fiscal Year 2025-2026 Budget Calendar

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Acting City Manager

Final Approver: Richard Tree, Acting City Manager



CITY COUNCIL AGENDA – JUNE 3, 2025

SUBJECT: Consideration to Set a Public Hearing for the Adoption of a Continuance of the Fiscal Year 2024-2025 Budget for the First Quarter of Fiscal Year 2025-2026

SOURCE: City Manager's Office

COMMENT: At its regular meeting of May 20, 2025, the City Council approved an alternative schedule to the initially adopted Budget Calendar for Fiscal Year 2025-2026. The revised approach allows for a continuation of the Fiscal Year 2024-2025 budget for the first quarter of Fiscal Year 2025-2026 (July through September), providing legal compliance and operational continuity while staff prepare a refined financial plan that incorporates updated labor cost projections, evolving program needs, and City Council priorities.

The purpose of this staff report is to request that the City Council set a public hearing for June 17, 2025, at which the Council will consider the adoption of a continuance of the current fiscal year budget for the first quarter of the new fiscal year.

RECOMMENDATION: That the City Council set a public hearing for June 17, 2025, to consider the adoption of a continuance of the Fiscal Year 2024-2025 budget for the first quarter of Fiscal Year 2025-2026.

ATTACHMENTS: 1. Staff Report - May 20, 2025

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

RESOLUTION NO. _____-2025

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE PROVISIONAL INTERIM CITY BUDGET FOR THE PERIOD
OF JULY 1, 2025 THROUGH SEPTEMBER 30, 2025**

WHEREAS: The City Charter of the City of Porterville, provides that the City Manager submit an estimate of the expenditures and revenues of the city departments for the ensuing fiscal year not later than 30 days before the end of the City's current fiscal year; and

WHEREAS: The City has experienced challenges in operational demands, including the transition in the City Manager position, active labor negotiations, and evolving program needs; and

WHEREAS: All spending authority from the current fiscal year 2024-2025 budget expires after June 30, 2025 and a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville adopt a provisional interim City Budget with the continuance of the Fiscal Year 2024-2025 City Budget for the period July 1, 2025 to September 30, 2025.
2. That the City Council conduct a public hearing and adopt a refined Fiscal Year 2025 - 2026 City Budget on September 19, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of June 2025.

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Environmental Document Procurement Process

SOURCE: Community Development

COMMENT: Public Resources Code Section 21082.1, subdivision (a) states, “A draft environmental impact report, environmental impact report, negative declaration, or mitigated negative declaration prepared pursuant to this division [i.e., Division 13 of the California Public Resources Code, or the “California Environmental Quality Act”] shall be prepared directly by, under contract to, a public agency.” State CEQA Guidelines Section 15084, subdivision (d) states, “The lead agency may choose one of the following arrangements or a combination of them for preparing a draft EIR:

1. Preparing the draft EIR directly with its own staff.
2. Contracting with another entity, public or private, to prepare the draft EIR.
3. Accepting a draft prepared by the applicant, a consultant retained by the applicant, or any other person.
4. Executing a third-party contract or memorandum of understanding with the applicant to govern the preparation of a draft EIR by an independent contractor.
5. Using a previously prepared EIR.

Note that under Guidelines Section 15063, subdivision (a), paragraph (4), the above options also apply to preparation of an initial study (with a presumed negative declaration or mitigated negative declaration to result).

Accordingly, while CEQA prefers that a lead agency prepares or contracts for the preparation of documents, the Guidelines offer alternatives. Ultimately, the City as lead agency is responsible for ensuring the content and adequacy of any CEQA document it adopts or certifies.

Council may direct staff to modify the existing procedures as they relate to private development, public projects, both, or neither. Alternatives could include:

1. Maintaining the existing process. This is a known quantity, as the City has
Item No. 19.

been utilizing this process since at least 2013 for both private developments and City projects. The City maintains a list of qualified consultants and enters into a contract with each for a specified term. During the term, the City issues task orders and responsive proposals are provided to applicants for consideration. The City works directly with the selected consultant and coordinates all activities. The City reviews the administrative draft document and provides comments to the consultant. Following revisions, the City provides the document to the applicant for review. The City conveys any appropriate comments from the applicant to the consultant.

2. Allowing applicants to contract directly with consultants chosen from a list provided by the City. Under this scenario, the City maintains a list of qualified consultants, but they are not under contract with the City. Applicants may solicit proposals from one or more of the consultants and enter into a contract as appropriate. The consultant prepares an administrative draft document, which the applicant reviews. The consultant revises the document accordingly and provides a draft to the City for its review. The City provides comments and revisions are made.

3. Allowing applicants to contract with consultants of their choice. Similar to No. 2 above, but the City has no say in what consultants are used. This can result in delays and cost overruns to the applicant if the selected consultant is not qualified to perform the necessary services.

4. Allowing applicants to select a consultant of their choice, but requiring the consultant to contract with the City. This provides applicants flexibility in selecting a consultant, but the City maintains the position of coordinating all activities of document preparation and revision.

5. Preparing documents internally using City staff, with consultants assisting as needed. This would likely be the least expensive alternative for applicants provided that the City has the staff resources to prepare documents. Small planning departments generally do not have the depth or breadth of experience with environmental planning to make this option feasible.

None of the above descriptions account for procedures outside of document preparation and revision. Other activities such as public noticing, meeting coordination, stakeholder involvement, correspondence and interaction with public agencies outside the City, filing of documents with the County Clerk and the State Clearinghouse, and related tasks would need to be accounted for in any new policy that is developed. Regardless of whether the City or the applicant holds the contract with the CEQA consultant, City staff and/or City consultant time will still be necessary to ensure that the documents produced are adequate and meet the City's specific needs. Accordingly, the City should still maintain a fee—fixed, percentage, hourly, or other—to account for internal review of the

documents produced, with the authority to levy the fee vested with the Community Development Director, consistent with current practice. Because there is no uniform set of circumstances surrounding any project, project applicant, or consultant, there is no definitive measure by which the City can predict whether changing the procedure would result in savings of cost or time. If applicants are allowed to contract directly with consultants or provide their own CEQA documents, the City will be less involved in the initial development of documents, or not involved at all, possibly resulting in more need for revisions. Regardless, the City will have the same amount of control and involvement on the back end of the review process prior to adoption/certification of the documents.

If any changes are desired, staff will return to Council with a draft ordinance amending the current policy for consideration at a noticed public hearing.

BACKGROUND:

The California Environmental Quality Act (CEQA; Public Resources Code Section 15000, et seq.) and the State CEQA Guidelines (California Code of Regulations Section 21000, et seq.) require the City and all lead agencies to establish implementation procedures. In addition to other procedures and practices contained in the Porterville Municipal Code, Ordinance 1801 was adopted on December 3, 2013, creating Development Ordinance Section 611.04 and establishing the City's current policy for contracting for the preparation of CEQA documents by consultants. Pursuant to this section, the City maintains a list of qualified CEQA consultants. These consultants generally sign a three-year contract with the City, and the City has the option to extend the contracts for an additional year. For both public and private projects that are not otherwise exempt from review under CEQA, the City will issue a request for proposals (referred to as a task order) to the consultants to solicit scopes of work and fees for the needed services. The City is responsible for ensuring that the proposed scopes of work are comparable, if not identical, as there may be multiple paths to the same result. For private development projects, the project proponent may select the consultant of its choice from among the proposals submitted based on the scope and fee—the specific consultants are not known to the developer until after the selection is made. The proponent deposits the required fee with the City along with a contingency fee and the consultant is paid from that deposit. For the most part, activity is coordinated by and through the City, including interactions between the CEQA consultant and the developer.

Staff has received a request from a developer to modify the process for selecting and contracting with CEQA consultants. The specific request is that developers be allowed to assist in preparing CEQA documents and/or contract directly with the City's approved consultants to expedite the process and lower costs.

ANALYSIS:

ENVIRONMENTAL
REVIEW:

RECOMMENDATION: That the City Council:

1. Provide staff direction regarding any modification to Development Ordinance Section 611.04 related to environmental consultant contracting.

ATTACHMENTS: 1. Ord.1801_Dev Ord Amendment

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

ORDINANCE NO. 1801

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING THE PORTERVILLE MUNICIPAL CODE
PERTAINING TO CHAPTER 21, DEVELOPMENT ORDINANCE

WHEREAS: On March 4, 2008, the City Council of the City of Porterville adopted a comprehensive General Plan Update and Land Use Diagram that included a vision, goals, policies and land use designations to guide development within the City of Porterville's Planning Area through the year 2030; and

WHEREAS: On May 4, 2010, the City Council adopted the Porterville Development Ordinance, which replaced Chapter 21 "Subdivisions" and Appendix A "Zoning"; and

WHEREAS: On July 31, 2012, the City Council adopted revisions to the Porterville Development Ordinance, Series 100, 200, 600 and 700; and

WHEREAS: The Development Ordinance is the key policy tool that implements the General Plan; and

WHEREAS: Staff has determined that changes to the current Development Ordinance (Chapter 21 of the Municipal Code) are necessary and appropriate, and such amendments may assist in creating a positive impact on the development community of the City as a whole; and

WHEREAS: The amendments to the Development Ordinance have been reviewed by the Porterville Development Ordinance Committee and found to be appropriate for the community; and

WHEREAS: The amended Series have been reviewed by the City Attorney and found to be in conformance with Federal, State and local laws; and

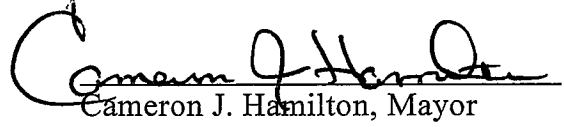
WHEREAS: A public hearing was held before the City Council on November 5, 2013, pursuant to the Planning and Zoning Law of the State of California and the Municipal Code of the City; and

WHEREAS: The Porterville Development Ordinance is an implementation measure of the policies, goals and objectives of the Porterville 2030 General Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that the addendum to the Porterville General Plan Final Environmental Impact Report that was prepared for the adoption of the Development Ordinance is appropriate in addressing the environmental circumstances of the proposed amendments; therefore, no Subsequent or Supplemental EIR as described in Sections 15162 and 15163 of the CEQA Guidelines would be required.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby amend Chapter 21 of the Porterville Municipal Code, as attached hereto as Exhibit A, and fully incorporated herein by reference.

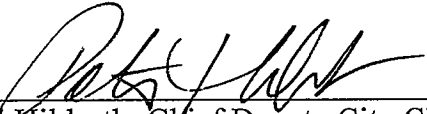
This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED AND ADOPTED this 3rd day of December, 2013.


Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

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

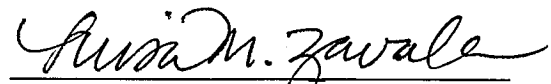
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1801, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 3rd day of December, 2013, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective January 2, 2013, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	McCRACKEN	WARD	HAMILTON	SHELTON	GURROLA
AYES:	X		X		X
NOES:		X		X	
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Luisa M. Zavala, Deputy City Clerk

Series 100: Introductory Provisions

Chapter 100 Title, Components, and Purposes

Sections:

100.01	Title and Authority
100.02	Purpose
100.03	Structure of Zoning Regulations
100.04	General Rules for Applicability of Zoning Regulations
100.05	Consistency with the General Plan
100.06	Effect on Previously Approved Projects and Projects in Progress
100.07	Severability
100.08	Fees

100.01 Title and Authority

Chapter 21 of the Porterville City Code shall be known and cited as the "Porterville Development Ordinance," "Development Ordinance of the City of Porterville," "Development Ordinance," or "Ordinance."

The Porterville Development Ordinance is adopted pursuant to the authority contained in Section 65850 of the California Government Code. In addition, the provisions of this Ordinance relating to the regulation and control of subdivisions are adopted pursuant to the authority contained in Title 7, Division 2 of the California Government Code, commencing with Section 66410, hereinafter referred to as the "Subdivision Map Act," as may be amended from time to time.

100.02 Purpose

The purpose of this Ordinance is to implement the City's General Plan and to protect and promote the public health, safety, peace, comfort, convenience, prosperity and general welfare. More specifically, the Ordinance is adopted to achieve the following objectives:

- (a) To provide a precise guide for the physical development of the City in a manner as to progressively achieve the arrangement of land uses depicted in the Porterville General Plan, consistent with the goals and policies of the General Plan.
- (b) To foster a harmonious, convenient and workable relationship among land uses and ensure compatible infill development, consistent with the General Plan.
- (c) To support economic development and job creation.
- (d) To provide for the housing needs of all economic segments of the community.

- (e) To promote high quality architecture and design, consistent with the General Plan.
- (f) To promote the stability of existing land uses that conform with the General Plan, protecting them from incompatible development.
- (g) To promote a safe and efficient traffic circulation system, foster the provision of adequate off-street parking and off-street loading facilities, bicycle facilities and pedestrian amenities, and support a multi-modal transportation system.
- (h) To facilitate the appropriate location of community facilities, institutions, parks, and other recreational areas.
- (i) To protect and enhance real property values.
- (j) To safeguard and enhance the appearance of the City.
- (k) To define duties and powers of administrative bodies and officers responsible for implementation of the Ordinance.

100.03 Structure of Zoning Regulations

- (a) **Organization of Regulations.** This Ordinance consists of seven Series:

100 Series: Introductory Provisions

200 Series: Base Districts

300 Series: Additional Use and Development Regulations

400 Series: Land Divisions

500 Series: Overlay Districts

600 Series: Administration and Permits

700 Series: General Terms

- (b) **Types of Regulations.** Four (4) types of zoning regulations control the use and development of property:

- (1) **Land Use Regulations.** These regulations specify land uses permitted, conditionally permitted or specifically prohibited in each zoning district, and include special requirements, if any, applicable to specific uses. Land use regulations for base zoning districts are in the 200 Series of this Ordinance and in the 500 Series for overlay district regulations. Certain regulations, applicable in some or all of the districts, and performance standards which govern special uses, are in the 300 Series.

- (2) **Development Regulations.** These regulations control the height, bulk, location and appearance of structures on development sites. Development regulations for base zoning districts are in the 200 Series of this Ordinance. The regulations for overlay districts, are in the 500 Series. Certain development regulations, applicable to some or all districts, are in the 300 Series. These include regulations for specific uses, development and site

regulations, performance standards, parking, sign, antennas and wireless communications and nonconforming uses.

- (3) **Subdivision Regulations.** These regulations control the division of land and specify the design, improvement, and survey data of subdivisions as well as the procedures to be followed to secure final approval for subdivision maps. Subdivision regulations are in the 400 Series of this Ordinance.
- (4) **Administrative Regulations.** These regulations contain detailed procedures for the administration of this Ordinance, and include common procedures, processes and standards for discretionary entitlement applications and other permits. Administrative regulations are in the 600 Series.
- (5) **General Terms and Use Classifications.** The 700 Series provides a list of use classifications and a list of terms and definitions used in the Ordinance.

100.04 General Rules for Applicability of Zoning Regulations

- (a) **Applicability to Property.** This Ordinance shall apply, to the extent permitted by law, to all property within the corporate limits of the City of Porterville and to property for which applications for annexation and/or subdivisions have been submitted to the City of Porterville, including all uses, structures and land owned by any private person, firm, corporation or organization, or the City of Porterville or other local, State or federal agencies. Any governmental agency shall be exempt from the provisions of this Ordinance only to the extent that such property may not be lawfully regulated by the City of Porterville.
- (b) **Compliance with Regulations.** No land shall be used, and no structure shall be constructed, occupied, enlarged, altered, demolished or moved in any zoning district, except in accordance with the provisions of this Ordinance.
- (c) **Relation to Other Regulations**
 - (1) **General.** The regulations of this Ordinance and requirements or conditions imposed pursuant to this Ordinance shall not supersede any other regulations or requirements adopted or imposed by the Porterville City Council, the State of California, or any federal agency that has jurisdiction by law over uses and development authorized by this Ordinance. All uses and development authorized by this Ordinance shall comply with all other such regulations and requirements. Where conflict occurs between the provisions of the Ordinance and any other city Ordinance, chapter, resolution, guideline or regulation, the more restrictive provisions shall control, unless otherwise specified. Where conflicts occurs between the chapters of this Ordinance, the specific shall supersede the general provision. In the case of any remaining uncertainty, the Zoning Administrator shall make a determination to resolve the conflict.
 - (2) **Permit Streamlining Act.** It is the intent of this Ordinance that all actions taken by the decision-making body pursuant to this Ordinance that are solely adjudicatory in nature be within a time frame consistent with the provisions of Government Ordinance Section 65920 et. seq. (the Permit Streamlining

Act). Nothing in this Ordinance shall be interpreted as imposing time limits on actions taken by the decision-making body pursuant to this Ordinance that are legislative in nature or that require both adjudicatory and legislative judgments.

- (d) **Relation to Private Agreements.** This Ordinance shall not interfere with or annul any recorded easement, covenant, or other agreement now in effect, provided that where this Ordinance imposes greater restriction than imposed by an easement, covenant, or agreement, this Ordinance shall control.
- (e) **Relation to Prior Ordinance.** The provisions of this Ordinance supersede all prior Ordinances and any amendments of the City of Porterville. No provision of this Ordinance shall validate any land use or structure established, constructed or maintained in violation of the prior Ordinance, unless such validation is specifically authorized by this Ordinance and is in conformance with all other regulations.
- (f) **Application During Local Emergency.** The City Council may authorize a deviation from a provision of this Ordinance during a local emergency declared and ratified under the Porterville Municipal Code. The City Council may authorize a deviation by resolution without notice or public hearing.

100.05 Consistency with the General Plan

Any permit, license or approval issued pursuant to this Ordinance must be consistent with the Porterville General Plan and all applicable specific plans. In any case where there is a conflict between this Ordinance and the General Plan, the General Plan shall prevail.

100.06 Effect on Previously Approved Projects and Projects in Progress

The City Council shall adopt, by resolution, policies that detail the transitional implementation of this Ordinance for previously approved projects and projects in progress. All other projects must comply with this Ordinance.

100.07 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Porterville City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof, regardless of the fact that any or one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

100.08 Fees

The City Council shall establish by resolution, and may amend and revise from time to time, fees for processing the discretionary entitlement applications and other permits authorized or required by this Ordinance. All fees shall be paid at the time an application is filed, and no processing shall commence until the fees are paid in full.

Chapter 101 Zoning Districts, Zoning Map, and Boundaries

Sections:

- 101.01 Districts Established
 101.02 Official Zoning Map and District Boundaries

101.01 Districts Established

The City shall be classified into districts or zones, the designation and regulation of which are set forth in this Ordinance and as follows.

- (a) **Base Zoning Districts.** Base zoning districts into which the City is divided are established as follows:

<i>Short Name/ Map Symbol</i>	<i>Full Name</i>
Agriculture/Rural/Conservation Districts	
AC	Agricultural/Conservation
RR	Rural Residential
Residential Districts	
RS-1	Very Low Density Residential
RS-2	Low Density Residential
RM-1	Low-Medium Density Residential
RM-2	Medium Density Residential
RM-3	High Density Residential
Downtown Districts	
DR-N	Downtown Retail – North of Olive Avenue
DR-S	Downtown Retail – South of Olive Avenue
DR-D	Downtown Retail – D Street Corridor
D-MX	Downtown Mixed-Use
D-CG	Downtown General Commercial
D-PO	Downtown Professional Office
D-PS	Downtown Public and Semi-Public
DRM-2	Downtown Medium Density Residential
DRM-3	Downtown High Density Residential
Commercial Districts	
CN	Neighborhood Commercial
CR	Retail Centers
CG	General and Service Commercial
CMX	Commercial Mixed-Use

Short Name/ Map Symbol	Full Name
Employment Districts	
PO	Professional Office
IP	Industrial Park
IG	General Industrial
IA	Airport Industrial
Public and Open Space Districts	
PS	Public and Semi-Public
PK	Parks and Public Recreation Facilities
REC	Commercial Recreation
Other Base Districts	
RN	Residential Neighborhood
PD	Planned Development

- (b) **Overlay Zoning Districts.** Overlay zoning districts, one or more of which may be combined with a base district, are established as follows:

Short Name/ Map Symbol	Full Name
AE	Airport Environs
HZ	Hillside Development Zone
S	Single Story

- (c) **References to Classes of Base Districts.** Throughout the Ordinance, the following references apply:

- (1) “R district” or “residential district” means one or more of the following districts: RS-1 Very Low Density Residential, RS-2 Low Density Residential, Low-Medium Density Residential RM-1, Medium Density Residential RM-2, and High Density RM-3.
- (2) “D district” or “downtown district” means one or more of the following districts: DR-N Downtown Retail – North of Olive Avenue, DR-S Downtown Retail – South of Olive Avenue, DR-D Downtown Retail – D Street Corridor, D-MX Downtown Mixed-Use, D-PO Downtown Professional Office, D-CG Downtown General and Service Commercial, D-PS Downtown Public and Semi Public, DRM-2 Downtown Medium Density Residential, and DRM-3 Downtown High Density Residential.
- (3) “C district” or “commercial district” means one or more of the following districts: CN Neighborhood Commercial, CR Retail Centers, CG General and Service Commercial, and CMX Commercial Mixed-Use.
- (4) “E district” or “employment district” means one or more of the following: PO Professional Office, IP Industrial Park, IG General Industrial, and IA Airport Industrial.

101.02 Official Zoning Map and District Boundaries

The boundaries of the zoning districts established by this Ordinance are not included in this Ordinance but are shown on the Official Zoning Map maintained by the Community Development Department. The Official Zoning Map, together with all legends, symbols, notations, references, zoning district boundaries, map symbols, and other information on the maps, have been adopted by the Council and are hereby incorporated into this Ordinance by reference, together with any amendments previously or hereafter adopted, as though they were fully included here.

- (a) **Application of Pre-Annexation Zoning.** The City may apply pre-annexation zoning to unincorporated property located within the Planning Area Boundary consistent with the Porterville General Plan. The pre-annexation zoning process shall comply with the provisions of Chapter 608, Amendments to Zoning Map and Text. The zoning provisions and requirements so established shall become applicable at the same time that the annexation of such territory becomes effective.
- (b) **Uncertainty of Boundaries.** If uncertainty exists as to the boundaries of any district shown on the Official Zoning Map, the following rules shall apply:
 - (1) Boundaries indicated as approximately following the centerlines of alleys, streets, highways, streams or railroads shall be construed to follow such centerlines.
 - (2) Boundaries indicated as approximately following lot lines, city limits, or extraterritorial boundary lines shall be construed as following such lines, limits or boundaries.
 - (3) In the case of unsubdivided property or where a district boundary divides a lot and no dimensions are indicated, the following shall apply.
 - a. **Lots Greater than One Acre.** The location of such boundary shall be determined by the use of the scale appearing on the Official Zoning Map.
 - b. **Lots Less than One Acre.** The lot shall be deemed to be included within the zone which is the more restrictive.
 - (4) In the case of any remaining uncertainty, the Zoning Administrator shall determine the location of boundaries.
 - (5) Where any public street or alley is officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street or alley added thereto by virtue of such vacation or abandonment.
 - (6) Where any private right-of-way or easement of any railroad, railway, transportation or public utility company is vacated or abandoned and said property is unclassified, said property shall be automatically classified as being in the Public and Semi-Public (PS) District.

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Chapter 102 Rules for Construction of Language

Sections:

102.01	Purpose
102.02	Rules for Construction of Language
102.03	Rules of Interpretation

102.01 Purpose

The purpose of this chapter is to provide precision in the interpretation of the zoning regulations. The meaning and construction of words and phrases defined in this chapter apply throughout the Ordinance, except where the context indicates a different meaning.

102.02 Rules for Construction of Language

In interpreting the various provisions of the Ordinance, the following rules of construction shall apply:

- (a) The particular controls the general.
- (b) Unless the context clearly indicates the contrary, the following conjunctions shall be interpreted as follows:
 - (1) “And” indicates that all connected words or provisions shall apply.
 - (2) “And/or” indicates that the connected words or provisions may apply singly or in any combination.
 - (3) “Or” indicates that the connected words or provisions may apply singly or in any combination.
 - (4) “Either . . . or” indicates that the connected words or provisions shall apply singly but not in combination.
- (c) In case of conflict between the text and a diagram or graphic, the text controls.
- (d) All references to departments, committees, commissions, boards, or other public agencies are to those of the City of Porterville, unless otherwise indicated.
- (e) All references to public officials are to those of the City of Porterville, and include designated deputies of such officials, unless otherwise indicated.
- (f) All references to days are to calendar days, unless otherwise indicated. If a deadline falls on a weekend or holiday, or a day when the City offices are closed, it shall be extended to the next working day. The end of a time period shall be the close of business on the last day of the period.
- (g) The words “shall,” “will,” “must” and “is to” are always mandatory and not discretionary. The words “should” or “may” are permissive.
- (h) The present tense includes the past and future tenses, and the future tense includes the past.

- (i) The singular number includes the plural, and the plural, the singular.
- (j) Words used in the masculine gender include the feminine and the feminine the masculine.
- (k) Sections and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any section.

102.03 Rules of Interpretation

The Zoning Administrator shall make the interpretation for any definition not expressly identified in this section or provide clarification and determination of these rules.

Chapter 103 Rules of Measurement

Sections:

103.01	Purpose
103.02	General Provisions
103.03	Fractions
103.04	Measuring Distances
103.05	Measuring Height
103.06	Measuring Lot Width and Depth
103.07	Determining Average Slope
103.08	Determining Floor Area
103.09	Determining Floor Area Ratio
103.10	Determining Lot Coverage
103.11	Determining Lot Frontage
103.12	Determining Setbacks (Yards)
103.13	Measuring Signs

103.01 Purpose

The purpose of this chapter is to explain how various measurements referred to in this Ordinance are to be calculated.

103.02 General Provisions

For all calculations, the applicant shall be responsible for supplying drawings illustrating the measurements that apply to a project. These drawings shall be drawn to scale and of sufficient detail to allow easy verification upon inspection by the Zoning Administrator.

103.03 Fractions

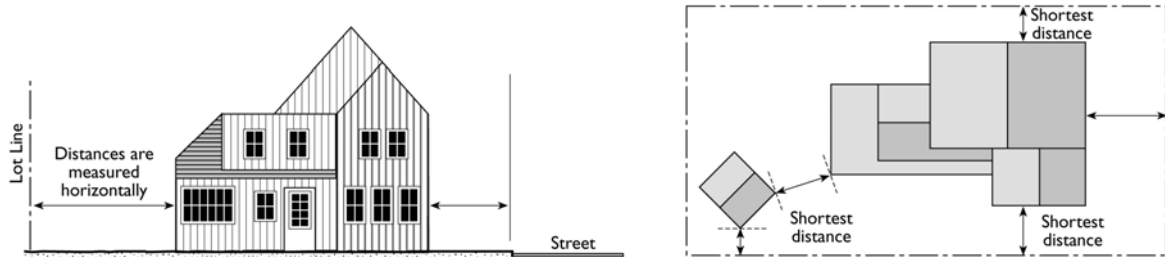
Whenever this Ordinance requires consideration of distances, parking spaces, dwelling units or other aspects of development or the physical environment expressed in numerical quantities, and the result of a calculation contains a fraction of a whole number, the results will be rounded as follows:

- (a) **General Rounding.** Fractions of one-half (0.5) or greater shall be rounded up to the nearest whole number and fractions of less than one-half (0.5) shall be rounded down to the nearest whole number, except as otherwise provided.
- (b) **Exception for State Affordable Housing Density Bonus.** For projects eligible for bonus density pursuant to Government Ordinance Section 65915 or any successor statute, and Chapter 302, Affordable Housing Density Bonus and Other Incentives, any fractional number of permitted bonus density units shall be rounded up to the next whole number.

103.04 Measuring Distances

- (a) **Measurements are Shortest Distance.** When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.
- (b) **Distances are Measured Horizontally.** When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography or slope of the land.
- (c) **Measurements Involving a Structure.** Measurements involving a structure are made to the outside edge of the foundation for the closest support wall of the structure. Structures or portions of structures that are entirely underground are not included in measuring required distances.
- (d) **Measurement of Vehicle Stacking or Travel Areas.** Measurement of a minimum travel distance for vehicles, such as garage entrance setbacks and stacking lane distances, are measured down the center of the vehicle travel area. For example, curving driveways and travel lanes are measured along the center arc of the driveway or traffic lane.
- (e) **Measuring Radius.** When a specified land use is required to be located a minimum distance from another land use, the minimum distance is measured in a straight line from all points along the lot line of the subject project.

FIGURE 103.04: MEASURING DISTANCES

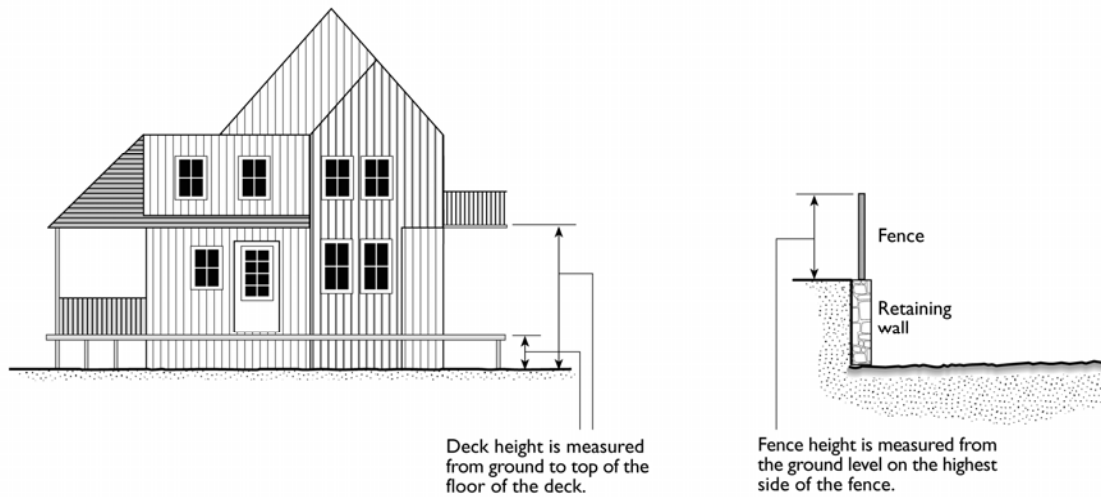


103.05 Measuring Height

- (a) **Measuring Building Height.** Building height is measured from the average level of the highest and lowest point of that portion of the lot covered by the building to the highest point of the roof ridge, or parapet wall.
- (b) **Measuring Height of Other Structures.** The height of other structures, such as fences, is the vertical distance from the ground level immediately under the structure to the top of the structure. Special measurement provisions are also provided below.

- (1) **Measuring the Height of Fences on Retaining Walls.** The height of a fence that is on top of a retaining wall is measured from the ground level on the highest side of the fence and wall.
- (2) **Measuring the Height of Decks.** Deck height is determined by measuring from the ground to the top of the floor of the deck.

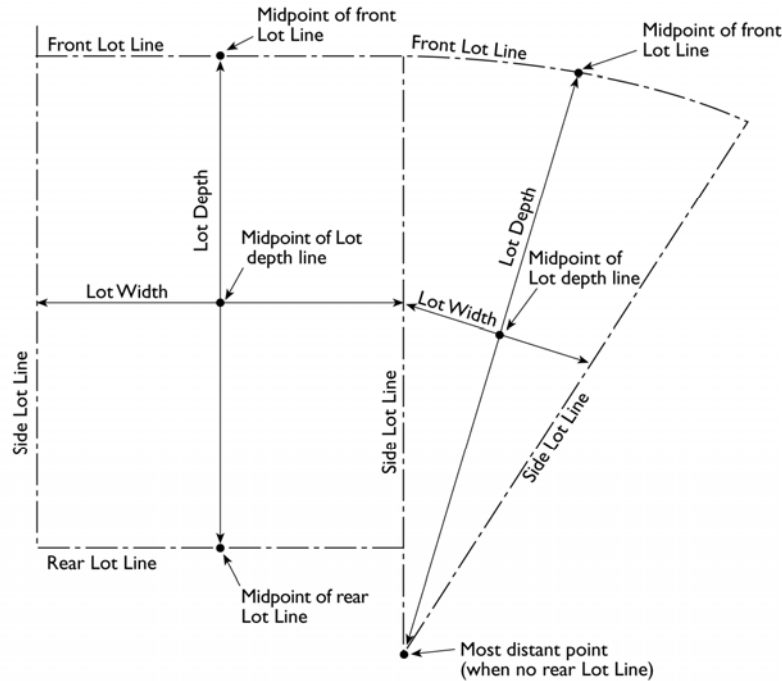
FIGURE 103.05: MEASURING HEIGHT



103.06 Measuring Lot Width and Depth

- (a) **Lot Width.** Lot width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.
- (b) **Lot Depth.** Lot depth is measured along an imaginary straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line.

FIGURE 103.06: MEASURING LOT WIDTH AND DEPTH



103.07 Determining Average Slope

The average slope of a parcel is calculated using the following formula: $S = 100(I)(L)/A$, where:

- (a) S = Average slope (in percent)
- (b) I = Contour interval (in feet)
- (c) L = Total length of all contour lines on the parcel (in feet)
- (d) A = Area of subject parcel (in square feet)

103.08 Determining Floor Area

Floor area is the horizontal area (usually expressed in square feet) of all floors included within a building or buildings, according to the following rules:

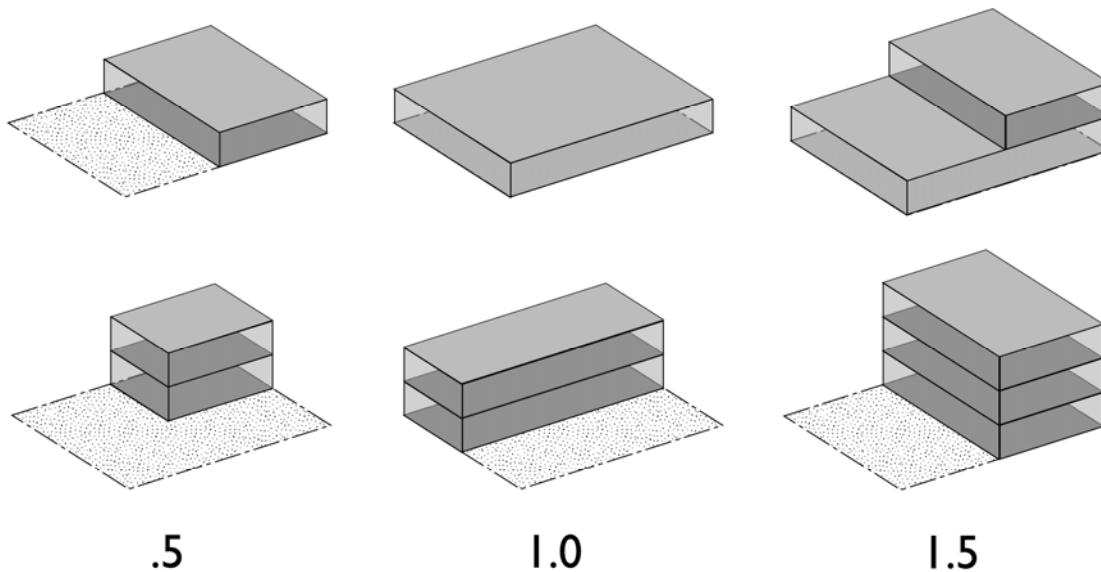
- (a) **Included in Floor Area.** Floor area is deemed to include:
 - (1) The floor of atrium and lobby areas;
 - (2) Storage and equipment spaces that are roofed and enclosed on all sides;
 - (3) Enclosed and roofed halls, stairways, and elevator shafts;
 - (4) Enclosed and roofed porches and balconies;

- (5) Portions of basements and attics that meet Building Code height requirements for habitable space; and
 - (6) The actual floor space of mezzanines, interior balconies, lofts, closets and all habitable rooms.
- (b) **Excluded from Floor Area.** Floor area does not include:
- (1) Garages, carports or other areas used for parking and loading, or vehicular access to parking and loading spaces;
 - (2) Unenclosed exterior balconies, decks, porches and stairs; and
 - (3) Substandard height portions of attics and basements not used as habitable space (per Building Code).

103.09 Determining Floor Area Ratio

Floor Area Ratio (FAR) is the ratio of the floor area of all principal and accessory buildings on a lot to the lot area. To calculate FAR, floor area is divided by lot area, and typically expressed as a decimal. For example, if the floor area of all buildings on a lot totals twenty thousand (20,000) square feet, and the lot area is ten thousand (10,000) square feet, the FAR is expressed as 2.0.

FIGURE 103.09: DETERMINING FLOOR AREA RATIO

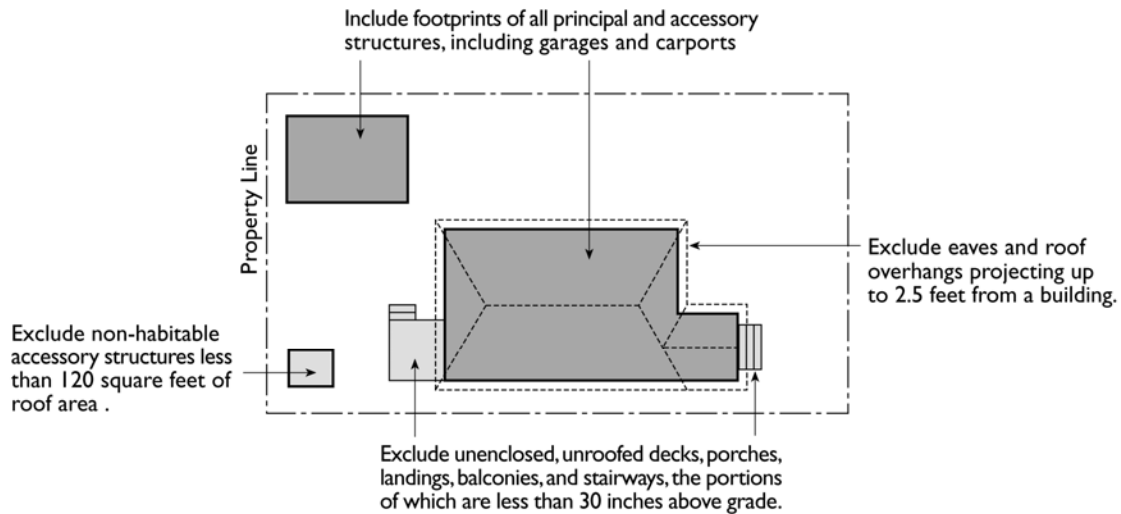


103.10 Determining Lot Coverage

Lot coverage is the ratio of the total footprint area of all structures on a lot to the net lot area, typically expressed as a percentage. The footprints of all principal and accessory structures, including garages, carports, covered patios, and roofed porches, shall be summed in order to calculate lot coverage. The following structures shall be excluded from the calculation:

- (a) Unenclosed and unroofed decks, uncovered patio slab, porches, landings, balconies and stairways less than six (6) feet in height;
- (b) Eaves and roof overhangs projecting up to two-and-a-half feet from a wall;
- (c) Trellises and similar structures that do not have solid roofs;
- (d) Swimming pools and hot tubs that are not enclosed in roofed structures or decks; and
- (e) One small, non-habitable accessory structure under one hundred twenty (120) square feet. Structures above quantity of one shall be included in lot coverage.

FIGURE 103.10: DETERMINING LOT COVERAGE



103.11 Determining Lot Frontage

- (a) **Corner Lot.** The front of a lot is the narrowest dimension of the lot with street frontage.
- (b) **Through Lot (Double Frontage Lot).** The front yard borders the street primarily used as frontage by neighboring lots.

103.12 Determining Setbacks (Yards)

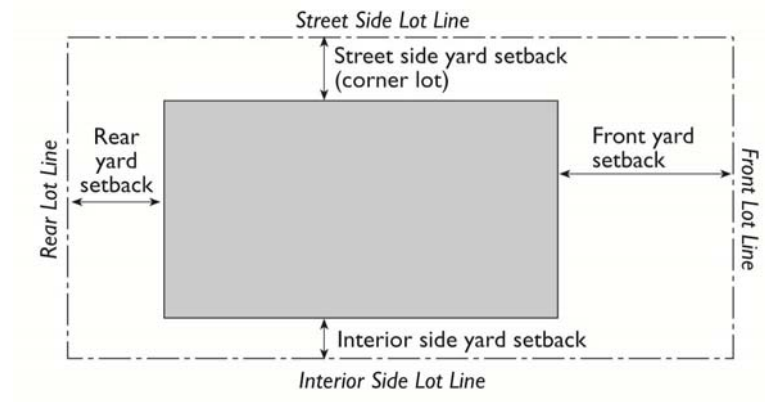
A setback line defining a required yard is parallel to and at the specified distance from the corresponding front, side, or rear property line. The following special regulations for determining yards apply when a lot abuts a proposed street or alley.

- (a) **Yards Abutting Planned Street Expansions.** If a property abuts an existing or proposed street for which the existing right-of-way is narrower than the right-of-way ultimately required for the street, the required setback shall be established from the future right-of-way rather than the property line.

(b) **Yards on Alleys**

- (1) If a side lot line abuts an alley, the yard shall be considered an interior side yard rather than a corner side yard.
- (2) In computing the minimum yard for any lot where such yard abuts an alley, no part of the width of the alley may be considered as part of the required yard.

FIGURE 103.12: DETERMINING SETBACKS



103.13 Measuring Signs

The height of signs is measured in the same method as the height of other structures (See Subsection 103.05(b), Measuring Height of Other Structures). Calculation of sign area is described in Chapter 305, Signs.

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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 subclassifications 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 Ordinance.

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 subclassifications below		
<i>Detached</i>	P	P	
Family Day Care Home	See subclassifications 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 subclassifications below		
Kennels	M	M	
Veterinary Services, Large	C	C	
Transportation, Communication, and Utilities Uses			
Communication Facilities	See subclassifications 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.			

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 Ordinance, 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)
Minimum Lot Depth (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>
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, hospitals and clinics, 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, hospitals and clinics, 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 subclassifications 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 Ordinance.

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 subclassifications below					
<i>Attached</i>	-	P	P	P	P	
<i>Detached</i>	P	P	P	P	P	
Multi-Family Residential	-	-	P	P	P	
Family Day Care Home	See subclassifications below					
<i>Small</i>	P	P	P	P	P	
<i>Large</i>	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 subclassifications 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
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 Ordinance, while individual letters refer to subsections that directly follow the table.

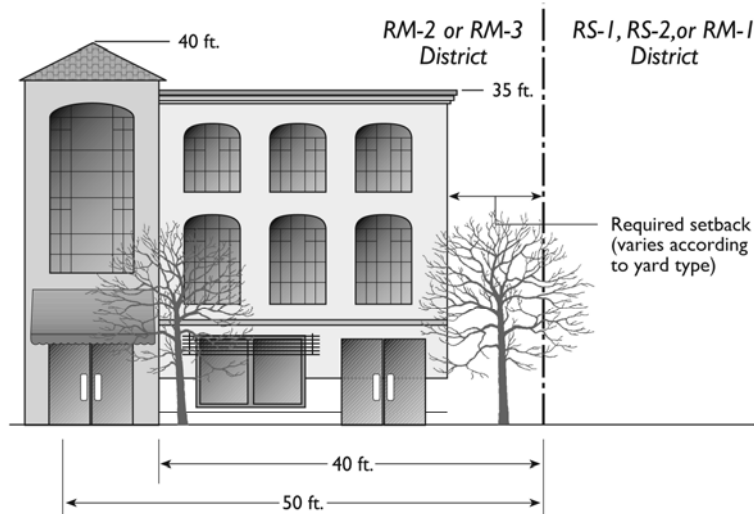
TABLE 201.03: DEVELOPMENT STANDARDS—RESIDENTIAL DISTRICTS						
<i>Standard</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Lot and Density Standards						
Minimum Lot Area (sq ft)	12,500	6,000	6,000	6,000	6,000	Section 201.04(c) Reduced Minimum Lot Size, 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 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
<i>Street Side</i>	10	10	10	10	10	Section 201.03(e); 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>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:

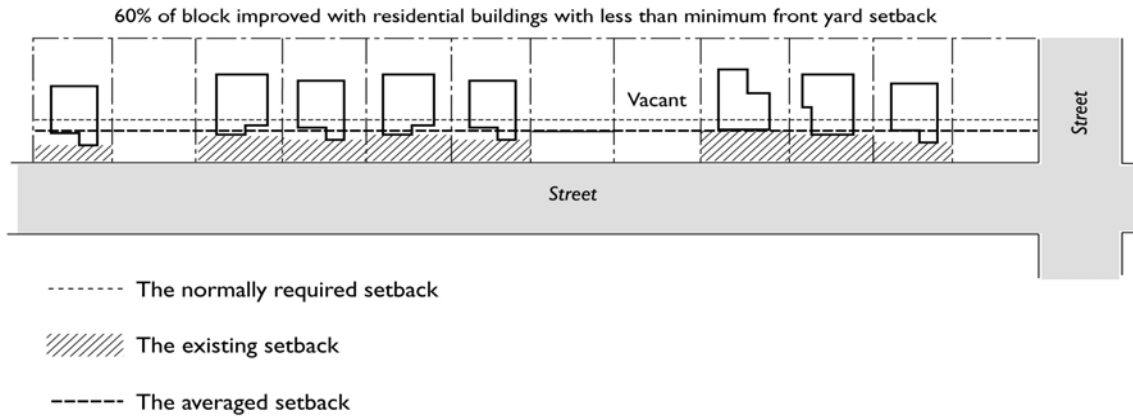
- (a) **Transitional Standards.** Where a site is adjacent to an RS-1, RS-2, or RM-1 district, the following standards apply:
- (1) The maximum height within forty (40) feet of an RS-1, RS-2, or RM-1 district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an RS-1, RS-2, 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 Ordinance, 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

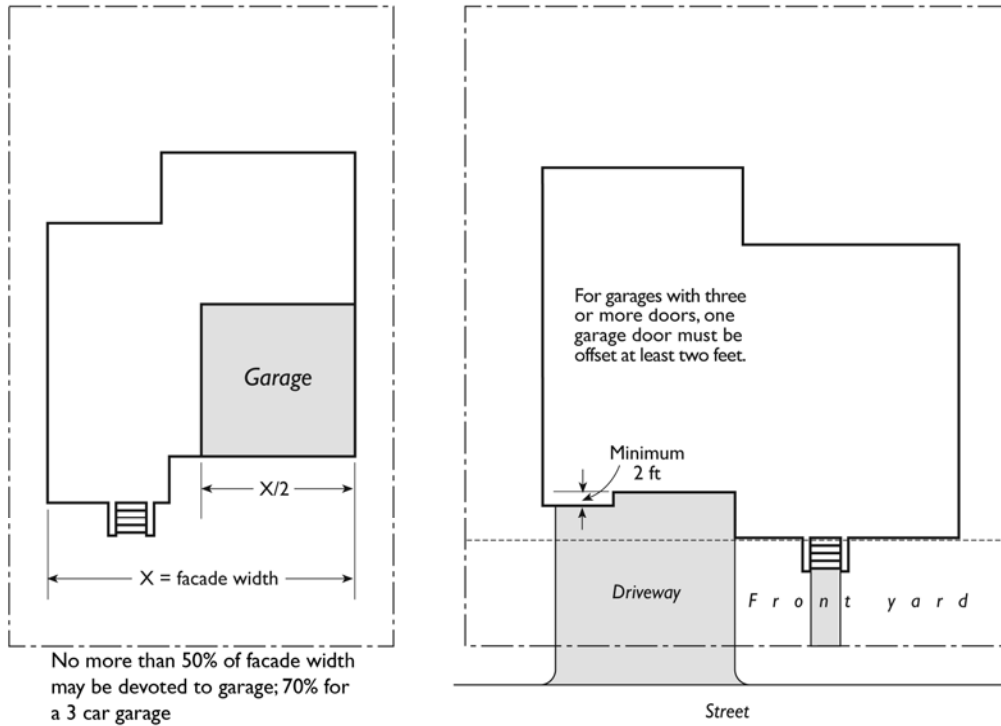
project beyond the extension of the required front yard line of the lot in the rear (key lot).

- (f) **Increased Yard for Certain Institutional Uses.** Any building erected or used for a school, government, or other institutional use mentioned elsewhere in this Ordinance, 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.

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

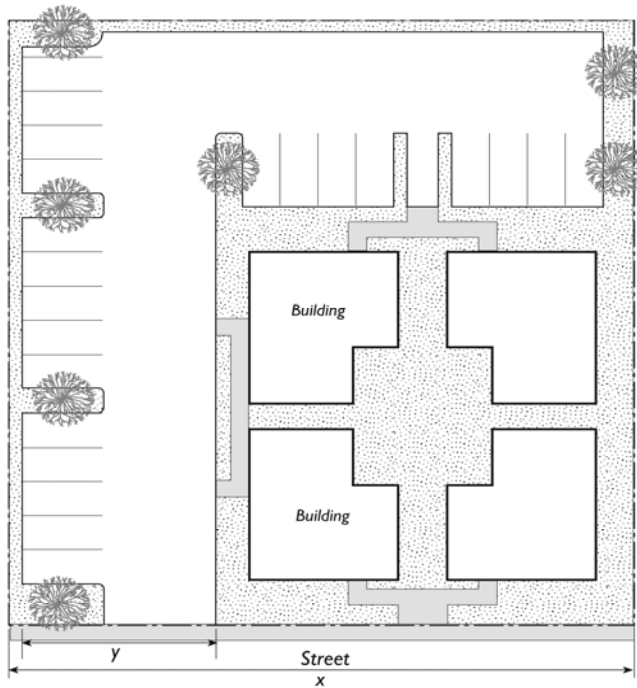


- (2) **Architectural Articulation.** On all facades that face a street, at least two architectural articulations are required, such as window trim, window recesses, shutters, window boxes, bay windows, cornices, changes in material (i.e. stone veneer), larger than normal porch, decorative garage windows, 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

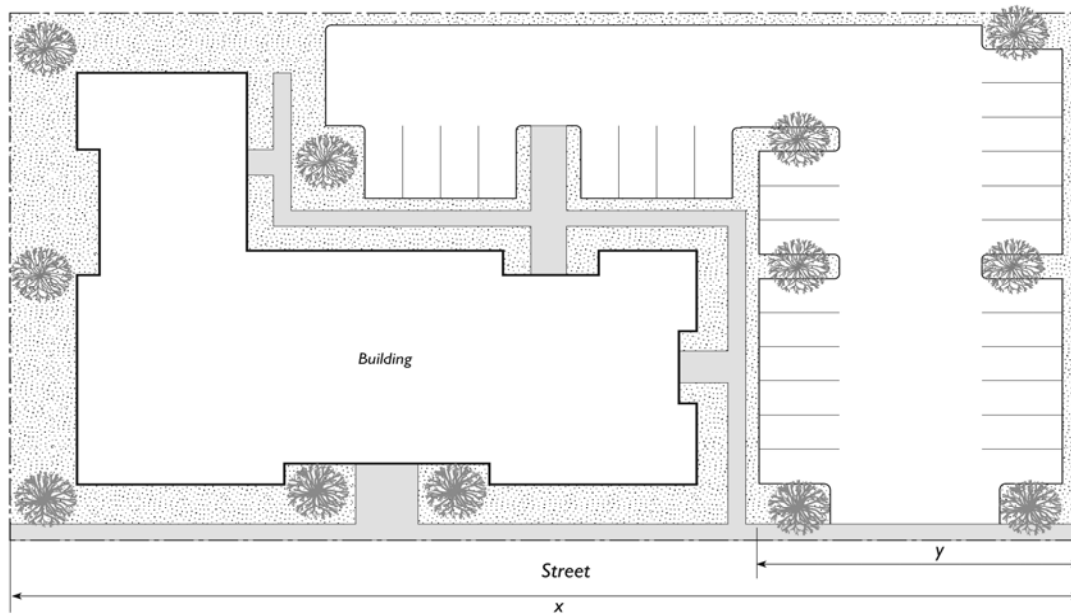
frontage. The Zoning Administrator may approve a modification to this standard where existing development patterns or topographic features make it infeasible to limit parking and garage frontage to thirty (30) percent of lot frontage. Parking areas not visible from the street are not subject to this 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***

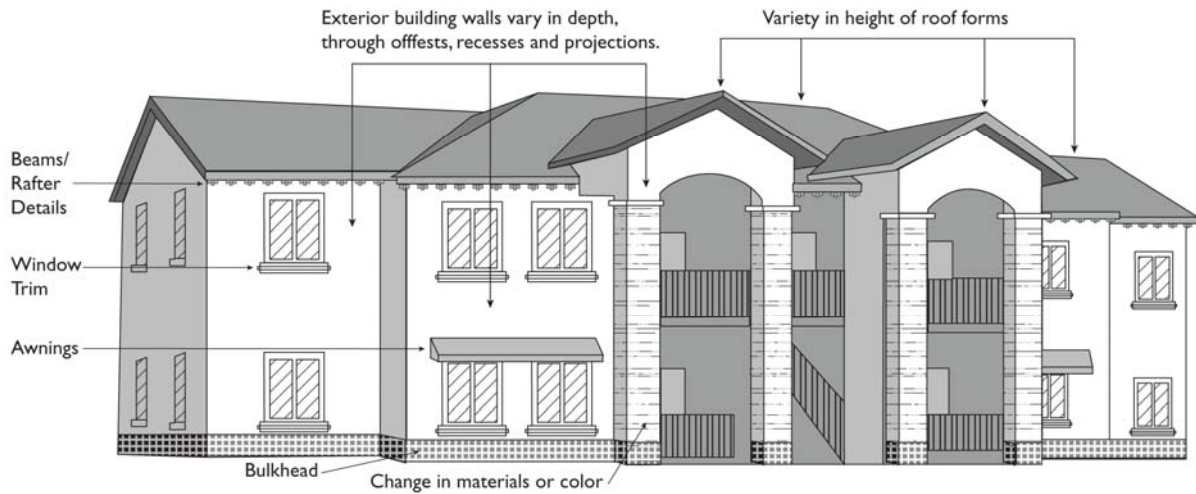
- a. *Orientation.* Developments shall relate directly to the adjacent street, and present a pedestrian scaled entry with a residential character.
- b. *Projection or Recess.* Building entrances must have a roofed projection (such as a porch) or recess with a minimum depth of at least five (5) feet and 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.
- (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.

“(#)” 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 subclassifications 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 Ordinance.

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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 subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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	-	
Commercial Entertainment and Recreation	See subclassifications 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 subclassifications 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

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>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	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See subclassifications 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 subclassifications 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	-	

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>
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See subclassifications 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 subclassifications 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	

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
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. 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 Ordinance, 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 subclassifications 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.

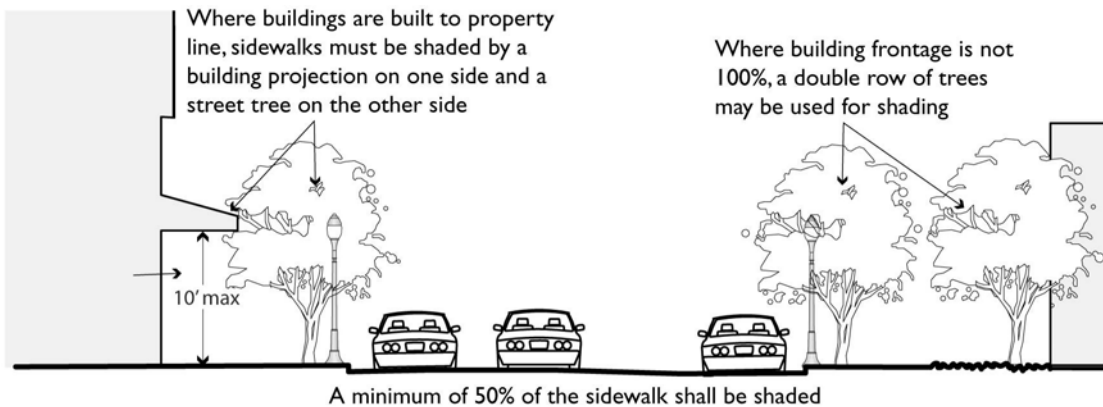
2. **Common Open Space.** The space shall be accessible to all the residential units on the lot.
 - d. *Existing Buildings.* If the project involves the renovation of an existing building and it is not feasible to provide outdoor open space, open space shall be provided in interior common areas such 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 \$17,544, 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 Department 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 Department 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.

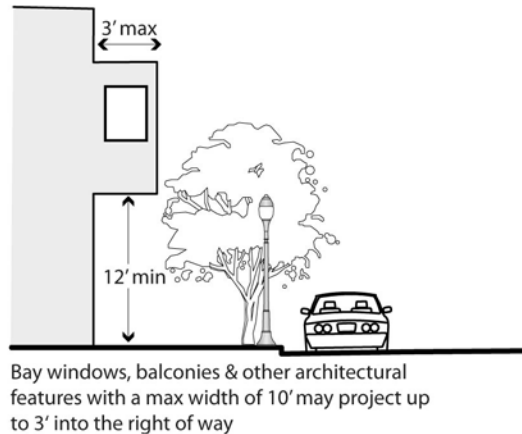
- a. *Prohibition on Hazardous Fencing Materials.* The use of barbed wire, razor wire, ultra barrier, electrified, and other hazardous fencing is not permitted.
- b. *Prohibition on Chain Link Fencing.* Use of chain-link fencing or like material is not permitted in front or street-facing yards, and is 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**

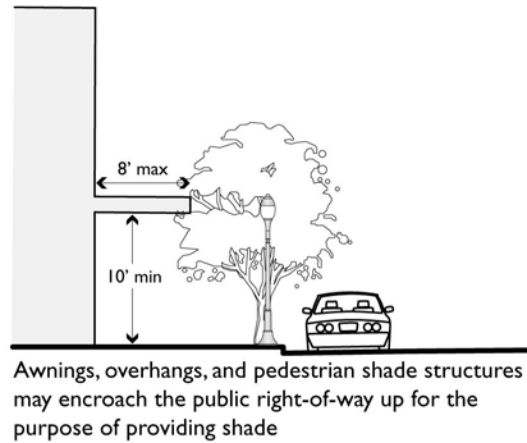
- (1) **Front Porches and Building Entrances.** Front porches and building entrance structures may encroach up to ten (10) feet into front and side yards facing the street for up to forty (40) percent of the lot frontage.
- (2) **Architectural Projections.** Bay windows, balconies, and other architectural 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

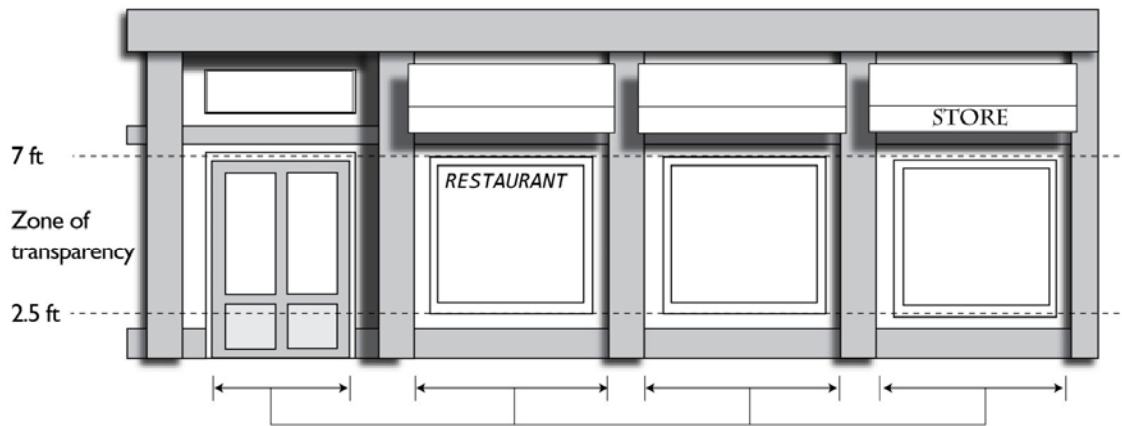


(j) Building Design.

(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

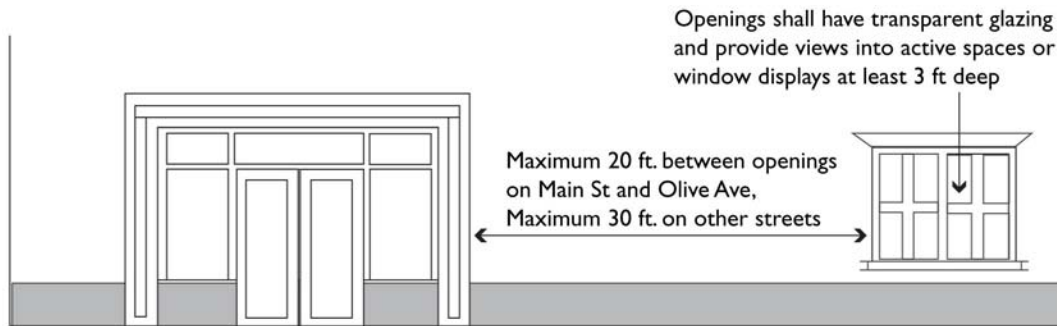


Exterior walls facing a public street, park, plaza, or other outdoor space shall include windows, doors, or other openings for at least 50% of the building wall area between 2.5 and 7 feet from sidewalk.

- 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.

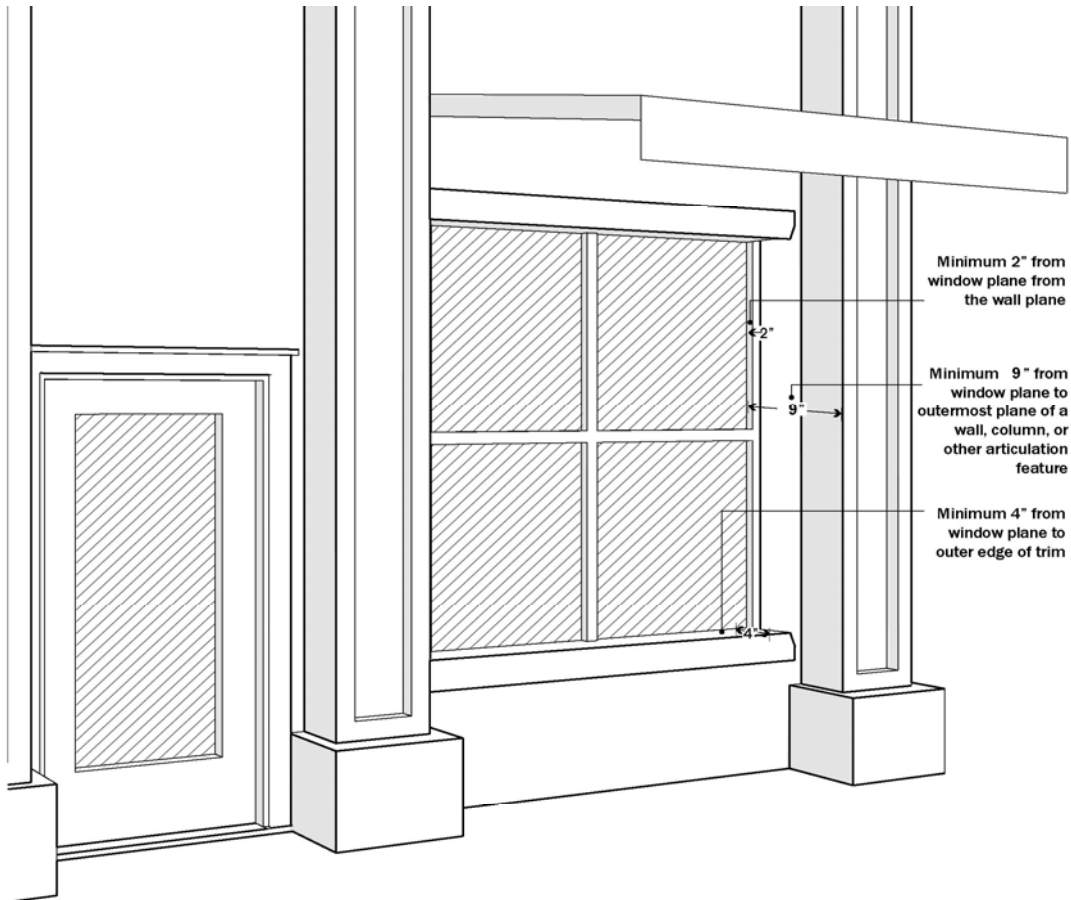
Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three (3) feet deep.

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.

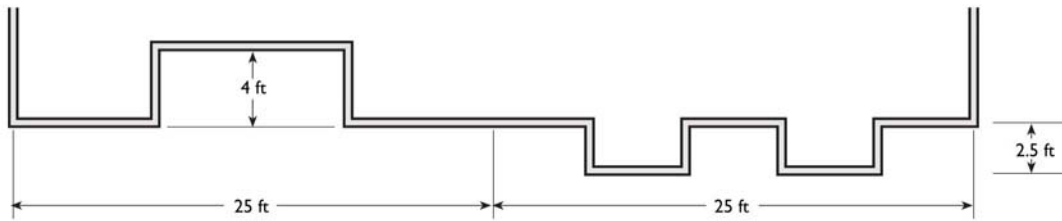
4. The exterior use of slump block, board and batten, dark reflective glass, galvanized metal, and wood or composition shingles is prohibited. Colors shall reflect the historic character of Downtown. Fluorescent paints, blues, purple, bright red or orange, pink, and bright green are prohibited on Main 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 subclassifications 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 Ordinance.

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)	
Family Day Care Home	See subclassifications 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	
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	

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>
Religious Facilities	C	C	C	C	
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 subclassifications 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 subclassifications 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 subclassifications below				
<i>Banks and Credit Unions</i>	P(5)	P	P	P	
<i>Check Cashing Businesses</i>	-	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 subclassifications 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	P	C	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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 subclassifications 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(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.					
12. Minor Conditional Use Permit approval is required for office, business, or professional uses greater than					

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>
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. 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.					

203.03 Development Regulations

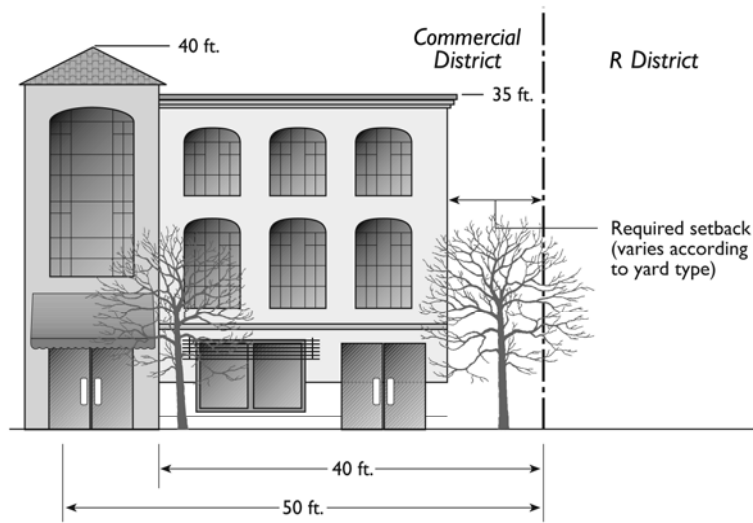
Table 203.03 prescribes the development standards for the Commercial Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Ordinance, while individual letters refer to subsections that directly follow the table.

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	Section 203.03(a)
Minimum Lot Width (ft)	60	60	60	60	Section 203.03(a)
Minimum Lot Depth (ft)	75	75	75	75	Section 203.03(a)
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 203.03(b); 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
<i>Street Side</i>	5 min, 10 max	5	5	5	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>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	.35	.40	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) **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 Ordinance.
- (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) **Increased Yard for Certain Institutional Uses.** Any building erected or used for a school, government, or other institutional use mentioned elsewhere in this Ordinance, 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) **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.

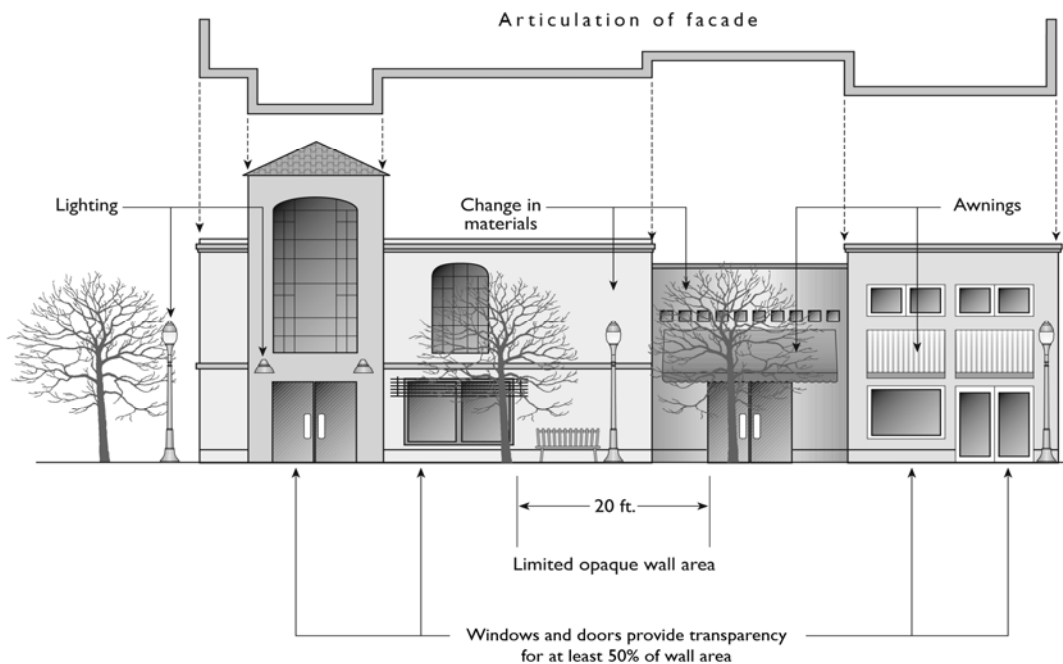
203.04 Supplemental Regulations

- (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.

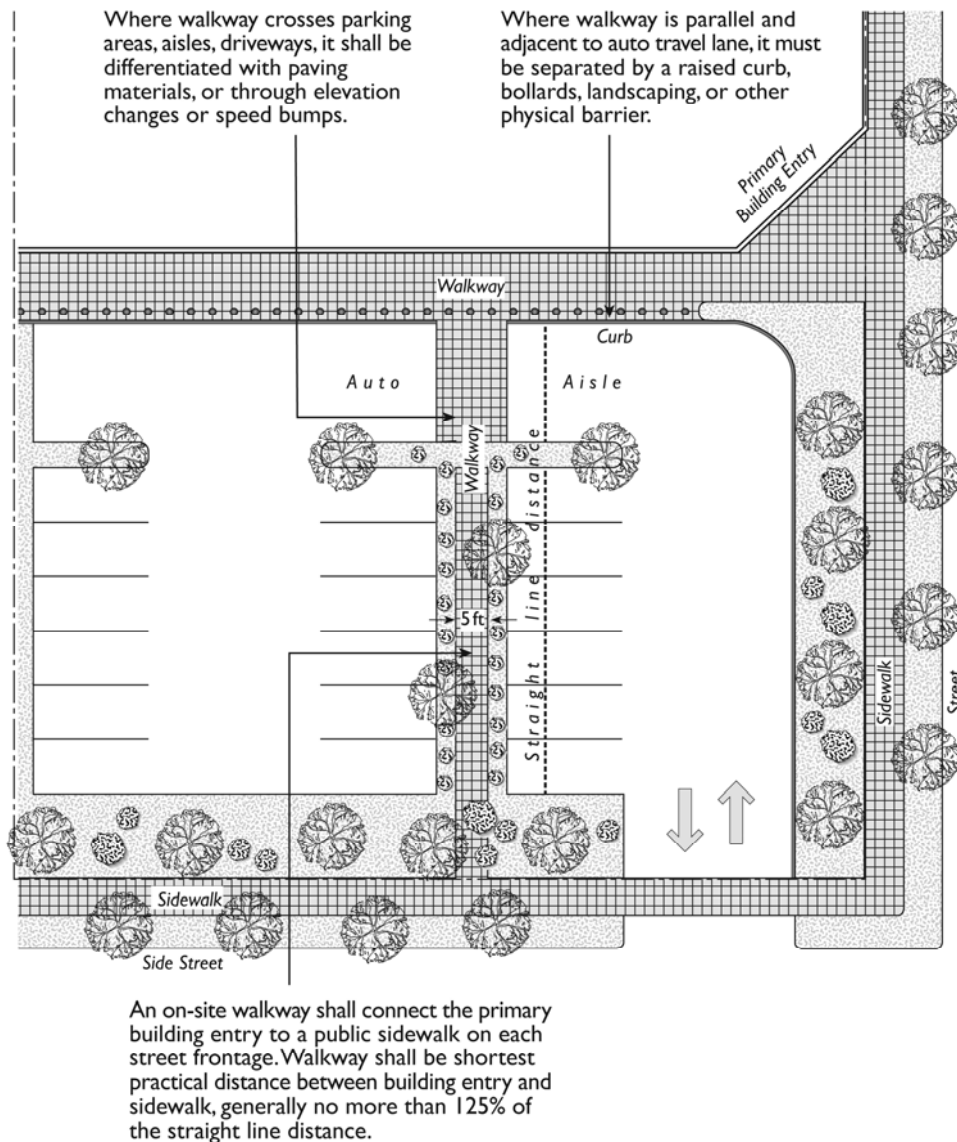
FIGURE 203.04(A)(1): PEDESTRIAN-ORIENTED DESIGN



- (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.

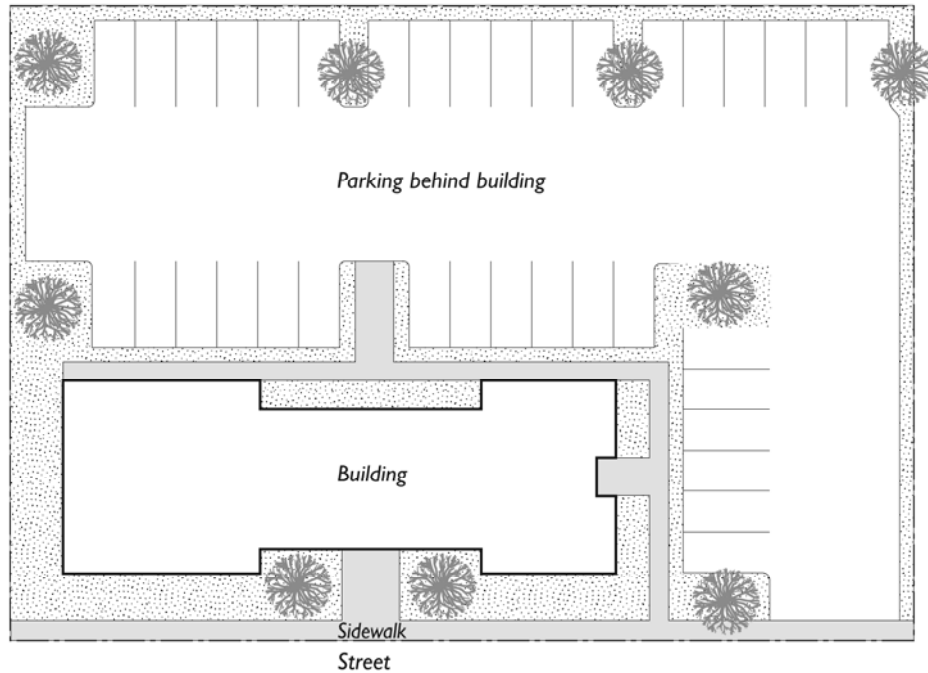
FIGURE 203.04(A)(2) PEDESTRIAN ACCESS



(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.

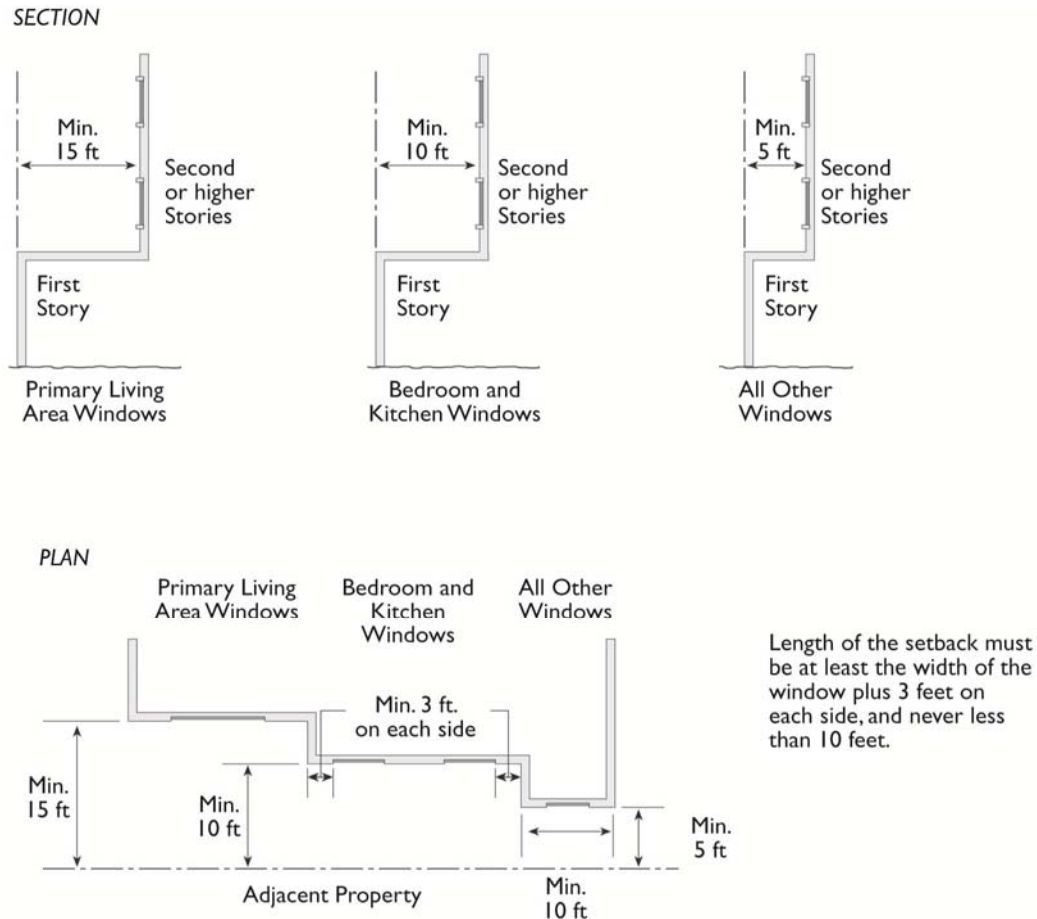
FIGURE 203.04(A)(3)B: LOCATION OF PARKING



- (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



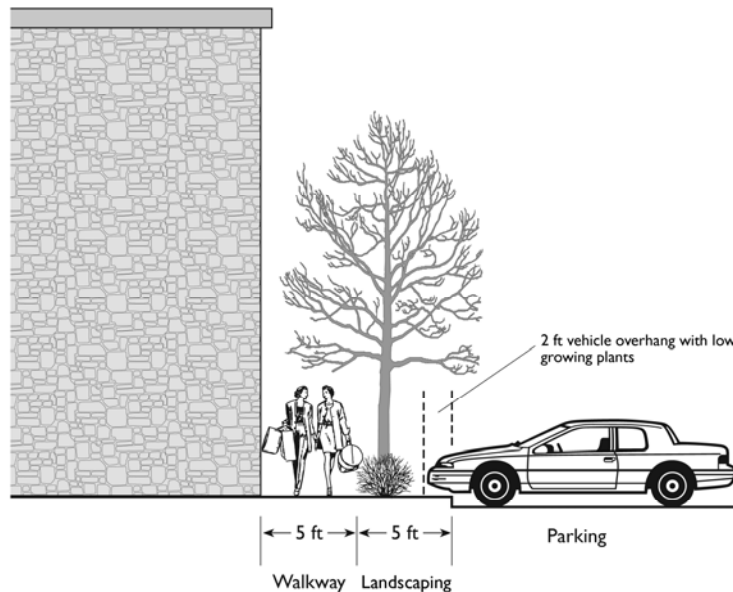
- (c) **Commercial Centers.** Commercial centers containing four (4) or more establishments in the Commercial Use classification are subject to the following standards and criteria for approval.

(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.

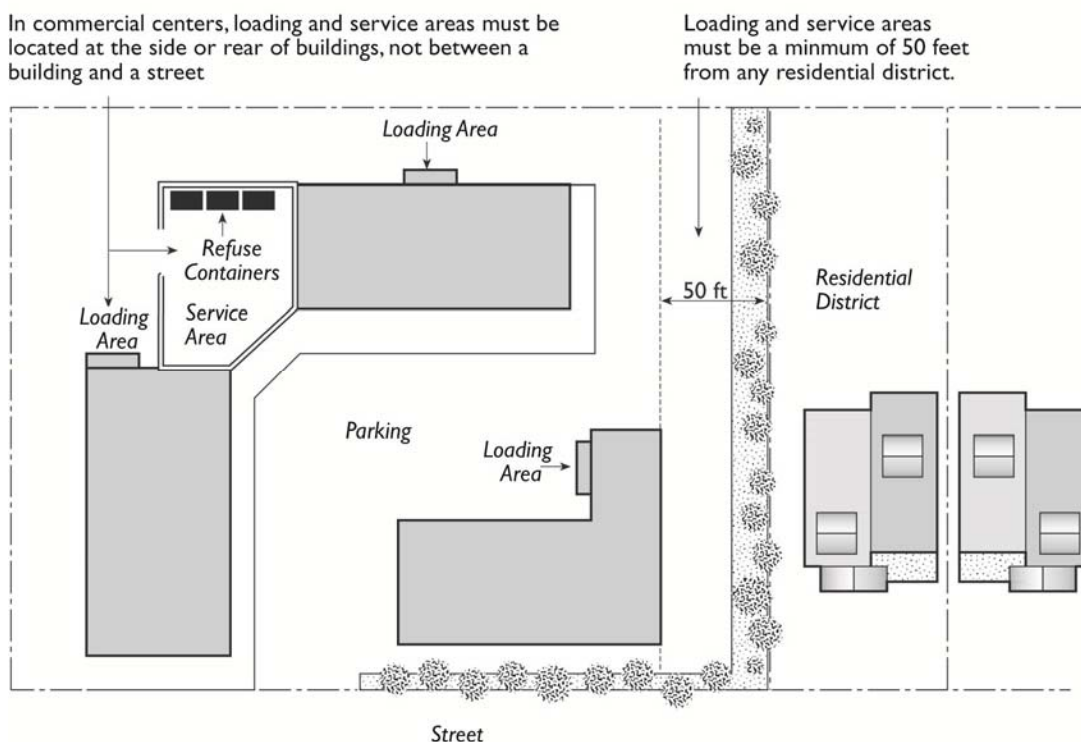
- b. *Pedestrian Walkways.* A system of pedestrian walkways at least five (5) feet wide and paved with concrete, stone, tile, brick, or comparable material shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, to any on-site open space areas and to transit 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.

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 subclassifications 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 Ordinance.

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	P	C	-	-	
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 subclassifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See subclassifications 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 subclassifications 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)	-	
Commercial Entertainment & Recreation	See subclassifications 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 subclassifications 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>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	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See subclassifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	
<i>Professional/Medical</i>	P	-	-	-	
Offices	See subclassifications below				
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(4)	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	

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>
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 subclassifications 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 subclassifications 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 subclassifications 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	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
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.					
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.					

204.03 Development Regulations

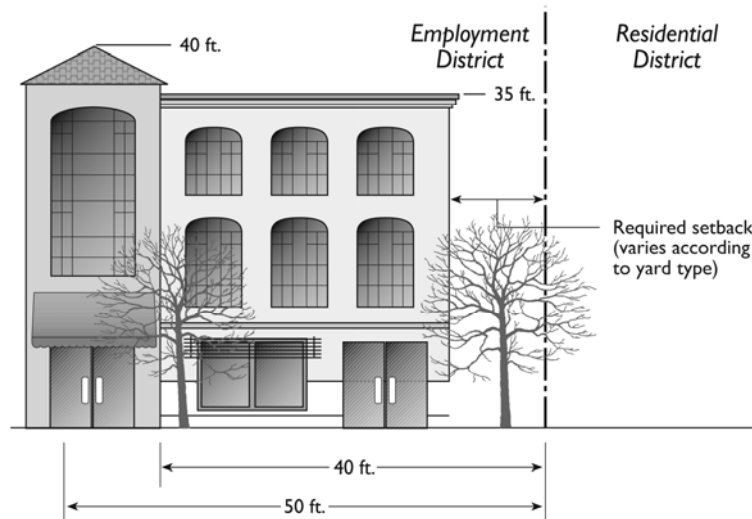
Table 204.03 prescribes the development standards for the Employment Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Ordinance, while individual letters refer to subsections that directly follow the table.

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 Ordinance.
- (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 Ordinance, 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.

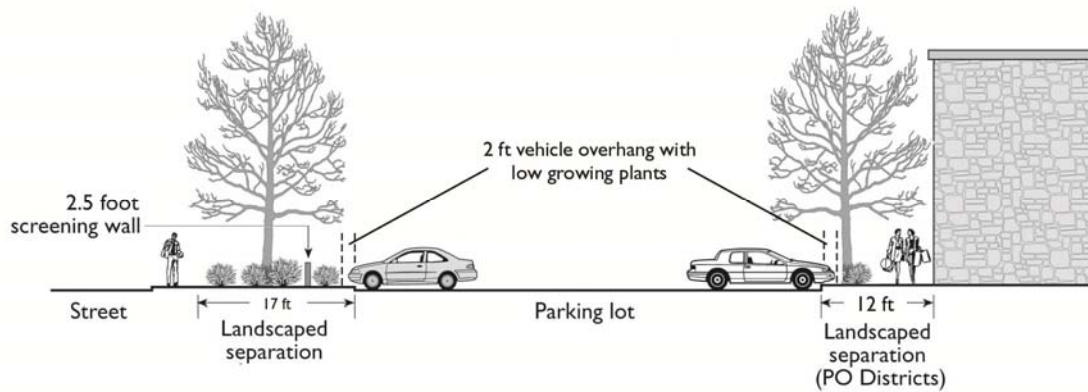
- (d) **Street Side Yard - Reversed Corner Lots.** Reversed corner lots shall have a minimum street side yard width of twelve (12) feet or the required front yard requirement of the lot in the rear (key lot), whichever is less. No accessory structure shall project beyond the extension of the required 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.

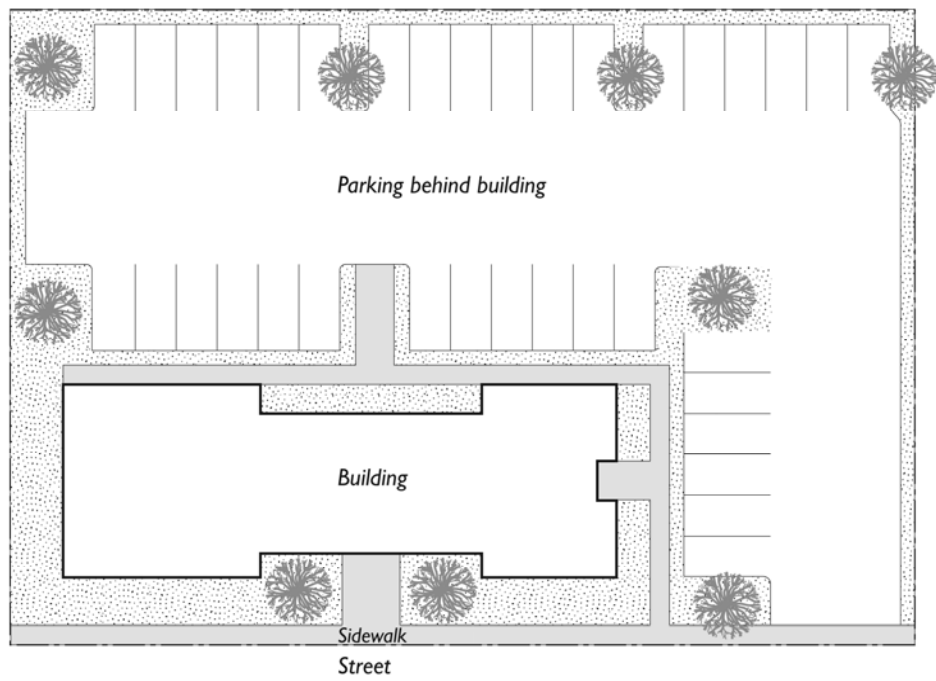
- a. *Internal Connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
- b. *To Street Network.* An on-site walkway shall connect the primary building 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



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 subclassifications 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 Ordinance.

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 subclassifications below			
<i>Large-scale</i>	P	C	P	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	P	P	P	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See subclassifications 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 subclassification below			
<i>Hospital</i>	P	-	-	
Recycling Facilities	See subclassifications below			
<i>Recycling Collection Facility</i>	P	-	-	
<i>Recycling Processing Facility</i>	P	-	-	
Retail Sales	See subclassification below			
<i>Swap Meet</i>	C	-	-	
Transportation, Communication, and Utilities Use Classifications				
Telecommunication Facilities	See subclassifications below			
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	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. - Permitted only as accessory to a hospital or public airport.				

205.03 Development Regulations

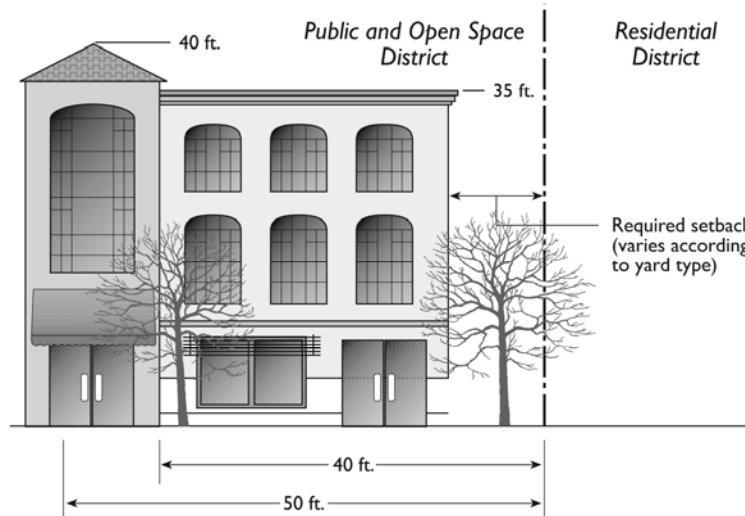
Table 205.03 prescribes the development standards for the public and open space districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Ordinance, while individual letters refer to subsections that directly follow the table.

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 Ordinance 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
207.05	Procedures
207.06	Required Findings
207.07	Conditions
207.08	Expiration and Renewal
207.09	Amendments of Approved Plans
207.10	Status of Specific Plan
207.11	Development Plan Review

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 Ordinance 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 Ordinance 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 Ordinance 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 Ordinance 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:

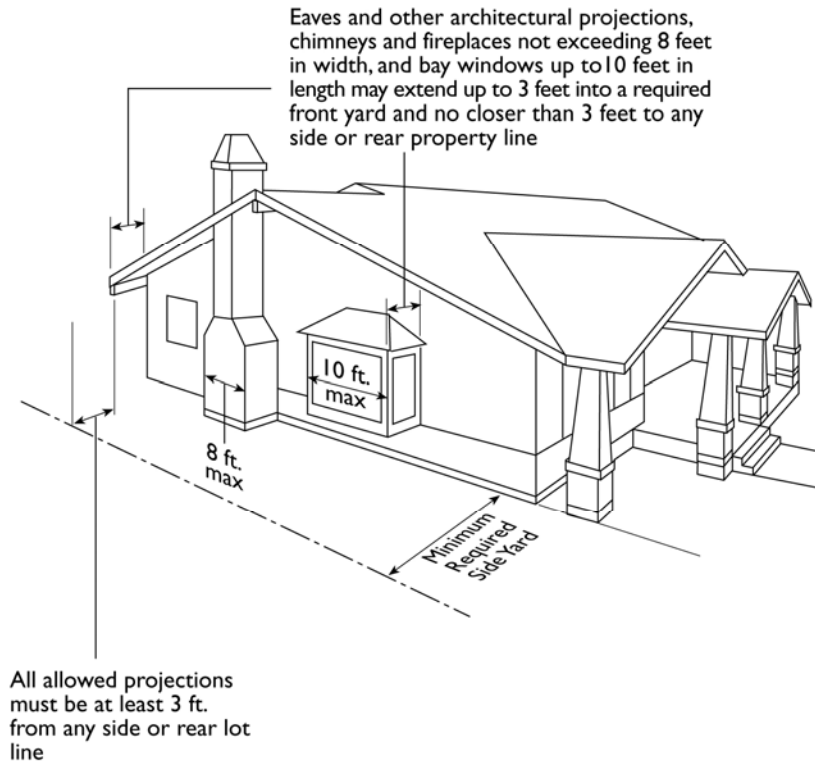
300.01	Building Projections Into Yards
300.02	Development on Substandard Lots
300.03	Fences and Freestanding Walls
300.04	Reserved
300.05	Habitat Conservation
300.06	Heights and Height Exceptions
300.07	Lighting and Illumination
300.08	Outdoor Seating
300.09	Outdoor Storage
300.10	Screening
300.11	Street Dedication, Construction of Public Improvements, and Installation of Certain Parkway Improvements
300.12	Swimming Pools
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

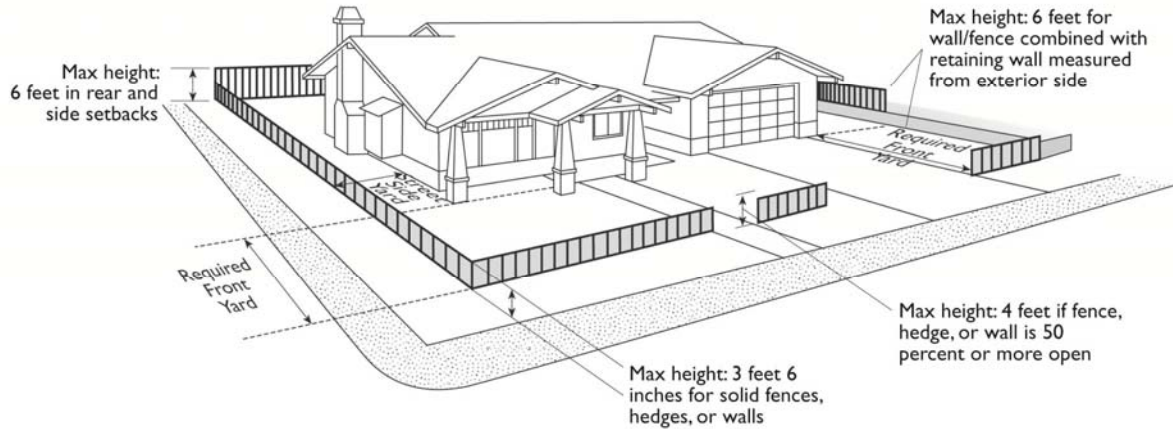
A legally created lot having a width or area less than required for the base district in which it is located may be occupied by a permitted or conditional use if it has a width of twenty-five (25) feet or more and an area of two thousand five hundred (2,500) square feet or more, provided that on the 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 six (6) 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

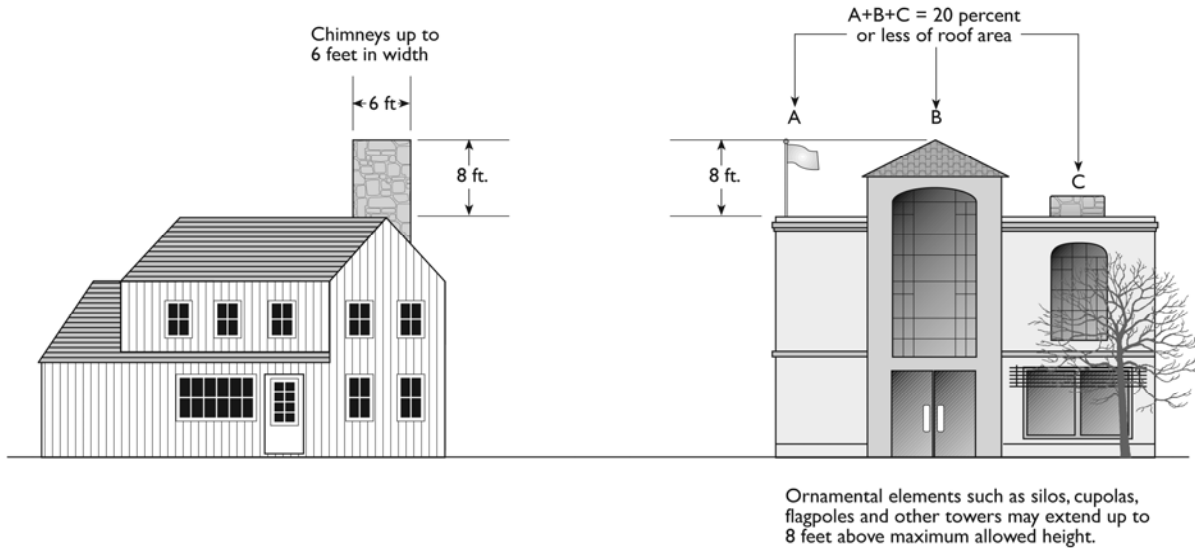
New development shall be located to protect and preserve areas in which plant and/or animal life or its habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would easily be disturbed or degraded by human activities and development. The provisions 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 within non-residential districts 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

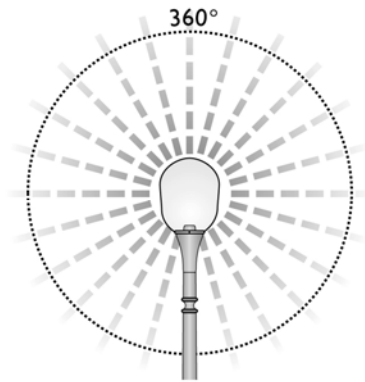
- (e) **Shielding.** All lighting fixtures shall be shielded in accordance with Table 300.07(B) so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for “Cut Off” or “Full Cut Off” luminaries, 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
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.		

TABLE 300.07(B): REQUIREMENTS FOR SHIELDING AND FILTERING		
<i>Fixture Lamp Type</i>	<i>Shielding Required</i>	<i>Filtering Required</i>
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.		

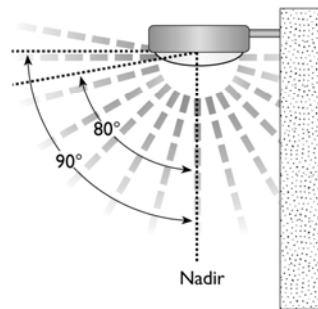
FIGURE 300.07: LIGHT FIXTURE SHIELDING

Not Permitted: Non-Cutoff Luminaires



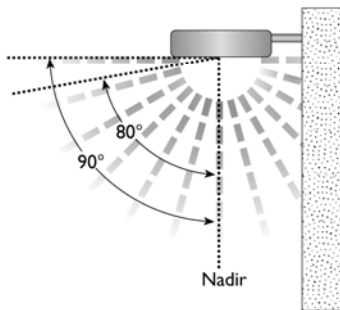
Noncutoff: Unrestricted high-angle illumination. There is no candela limitation in the zone above maximum candela.

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 one hundred (100) watts 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, and CMX 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 with supplemental plant materials.
- (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.

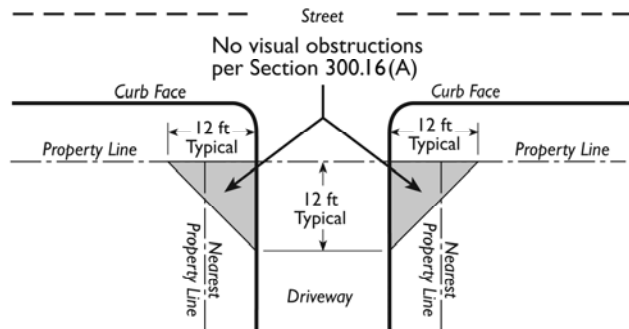
300.16 Visibility at Driveways and Intersections (Sight Distance)

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.

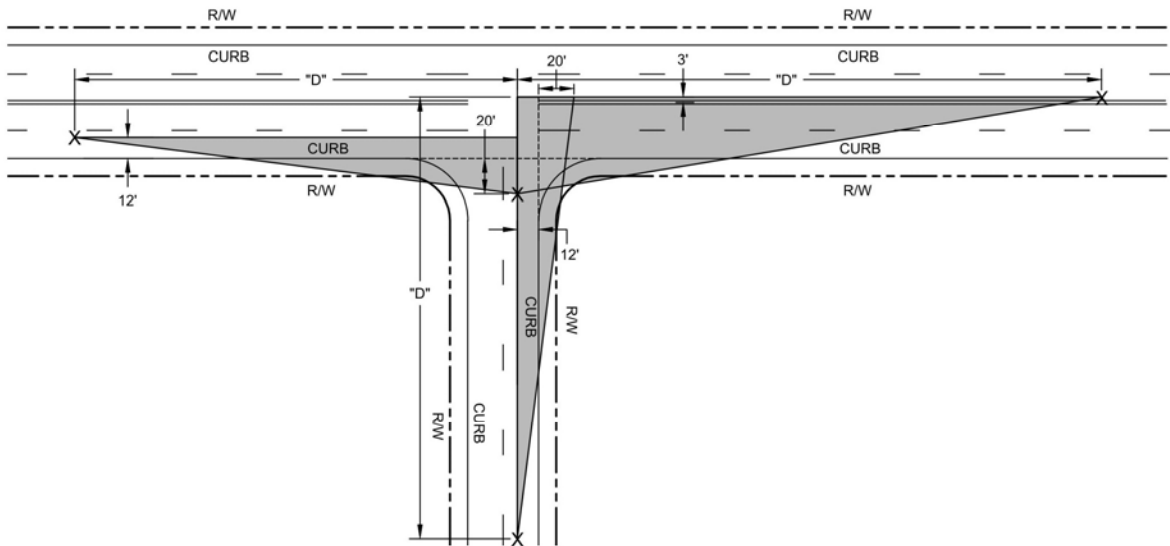
- (a) **Driveways.** Visibility at a driveway crossing a street property line shall not be blocked above a maximum height of three (3) feet by vegetation or three and one-

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.

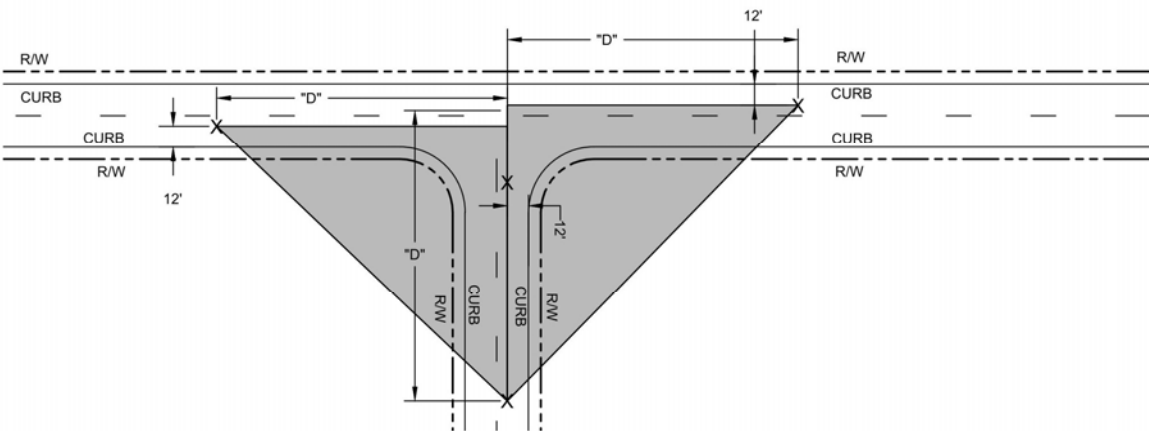
FIGURE 300.16(C): VISIBILITY AT UNCONTROLLED INTERSECTIONS

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			

Chapter 301 Standards For Specific Uses and Activities

Sections:

301.01	Accessory Uses and Structures
301.02	Alcoholic Beverage Sales
301.03	Animal Keeping
301.04	Automobile/Vehicle Service and Repair, Major and Minor
301.05	Auto Service Stations and Car Washing
301.06	Crop Cultivation
301.07	Family Day Care Home, Large
301.08	Hazardous Waste Management Facilities
301.09	Home Occupations
301.10	Manufactured Homes
301.11	Mobile Home Parks
301.12	Outdoor Retail Sales
301.13	Personal Storage Facilities
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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 ARC 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 Animal Keeping

Animal keeping is allowed as an accessory use to a primary residential use. Animals may be kept in compliance with the following standards:

- (a) **Residential Household Pets.** Household pets such as domestic dogs, cats, or birds, ordinarily permitted inside of a dwelling and kept only for the company and pleasure provided to the occupants shall be permitted. Household pets shall not include horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals, pigs, chickens, ducks geese, turkeys, game birds or fowl which normally constitute an agricultural use. At no time shall the combined number of animals kept exceed seven (7) animals. At no time shall the number of cats or dogs exceed three (3) animals.
- (b) **Agricultural Animals** The keeping of horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals is permitted in the AC and RR zone districts on lots one-half (0.5) acre or greater as long as the number of animals does not exceed one (1) per fifteen thousand (15,000) square feet of lot area. The keeping of chickens, ducks, geese, turkeys, game birds or fowl is permitted with the total number not to exceed twelve (12) birds per gross acre. The raising of pigs is permitted in conjunction with an FFA or 4-H project for any recognized Fair, the limit being one (1) animal per student residing on the property. All animals other than household pets shall be housed or penned at a minimum distance of thirty-five (35) feet from property lines and fifty (50) feet from any residence. All areas and

- structures used in conjunction with the keeping of animals other than household pets shall be maintained and cleaned so as not to present a public hazard or nuisance.
- (c) No predatory wild animals, roosters, endangered or protected animals are allowed to be raised within the City.
 - (d) The offspring of any permitted animal may be kept until weaned, unless they do not exceed the total number of animals allowed.
 - (e) No animals are to be kept for commercial purposes in the RR, RS-1, RS-2, RM-1 RM-2 and RM-3 zones.
 - (f) The keeping of pigeons shall be in accordance with City of Porterville Municipal Code Chapter 5, Animal Control.

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. These standards apply to the zones which permit commercial crop cultivation with a Minor Conditional Use Permit.

(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 with a conditional use permit 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

- (1) 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.
- (2) No “Right to Farm” is conveyed or otherwise implied with the use.
- (3) The area to be farmed is of adequate size, dimension and topography to accommodate the proposed use.
- (4) 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.
- (5) On-site sale of crops is allowed in accordance with Section 301.06(d) Sale of Agricultural Crops.
- (6) The use does not involve the installation of underground storage tanks.
- (7) Best Management Practices to reduce spray drift will be implemented.
- (8) Wells, as needed to serve the subject site, are subject to California Department of Public Health Services approval and review of the City Engineer.
- (9) Irrigation water run-off, if any, can be contained on site.
- (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 (coordinants 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 (1) time.
 - (6) Internet sales, mail order or direct sales provided no merchandise is sold on the premises.
 - (7) Cottage food operations.
- (b) **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.
 - (3) Uses that entail the harboring, training, raising, or grooming of dogs, cats or other animals.
 - (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).
- (c) The residential use remains the primary activity on the property.

- (d) No sign shall be publicly displayed on the premises relating to the home occupation or product thereof.
- (e) No person not residing on the premises may be employed at the site of the home occupation.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Storage related to the home occupation shall be confined to the dwelling or accessory building.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) The home occupation shall not involve the use of power equipment on the premises using motors exceeding one (1) horsepower combined capacity.
- (n) 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.

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

- (a) **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 may 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 Residential Care Facilities, General

Residential care facilities shall be located, developed and operated in compliance with the following standards:

- (a) **Location.** Minimum distance from other residential care facilities shall be three hundred (300) feet.
- (b) **Screening.** A minimum six (6) foot high solid wall or fence shall be provided for purposes of securing outdoor recreational areas and screening the site. Chain metal fencing and barbed wire are prohibited.
- (c) **Licensing.** Residential care facilities shall be licensed and certified by the State of California and shall be operated according to all applicable State and local regulations.

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 including the height, setback, lot coverage, parking, 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 addition to parking required for the existing residence, an additional one (1) covered space for efficiency units and one (1) bedroom units, two (2) covered parking spaces for two (2), three (3), and four (4) bedroom units, and one (1) parking space per bedroom thereafter shall be provided. Access to parking for the primary and second unit shall be provided via a paved driveway in compliance with City codes and shall be fully accessible to the parking areas.
- (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 districts.
 - b. *Co-located Facilities:* Permitted by right 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 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.
- (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/componetry 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.

- (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 ten (10) 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.
- (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.
- (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.

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Chapter 302 **Affordable Housing Density Bonus and Other Incentives**

Sections:

302.01	Purpose
302.02	General Provisions
302.03	State Affordable Housing Density Bonus
302.04	State Childcare Facility Density Bonus
302.05	Affordable Housing Concessions and Incentives
302.06	Application Requirements
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302.01 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.

302.02 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.

302.03 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.

302.04 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.

302.05 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.

302.06 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.

302.07 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

- (a) The standards of this chapter apply to all new development or improvements subject to City review as specified herein.
- (b) “Qualified Landscape Areas” are those areas meeting one or more of the following criteria:
 - (1) New construction and rehabilitated common area landscapes with more than twenty-five hundred (2,500) square feet of landscaped area.
 - (2) New construction landscapes which are homeowner-provided and/or homeowner-hired in single-unit and multi-unit residential projects with more than five thousand (5,000) square feet of landscaped area.

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 **Landscape Plans**

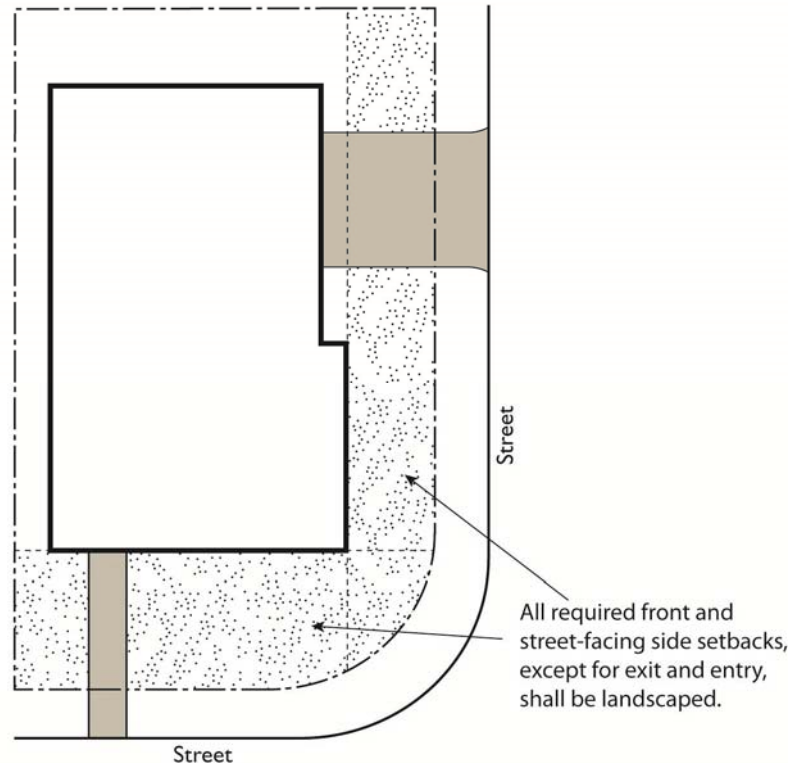
- (a) **Information Required.** A landscape plan shall be submitted with the permit application for all projects for which landscaping is required. Landscape plans shall be drawn to scale and shall at a minimum indicate: proposed plant locations, species, and sizes; any additional proposed landscape elements; soil preparation measures; and any other measures to facilitate plant growth or control erosion. Landscape plans shall include verification that the soil type, depth, and other characteristics are appropriate for the proposed landscaping and irrigation. Landscape plans shall also indicate the location of any existing trees over six (6) inches in diameter, and whether each such tree is proposed for retention or removal. Each landscape plan shall be accompanied by an irrigation plan that at a minimum indicates the location, type and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.
- (b) **Preparation by Qualified Person.** Landscaping for commercial projects, industrial projects, institutional projects, and residential projects consisting of more than twelve (12) units shall be prepared by a California licensed landscape contractor or California registered architect or landscape architect.

303.05 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.

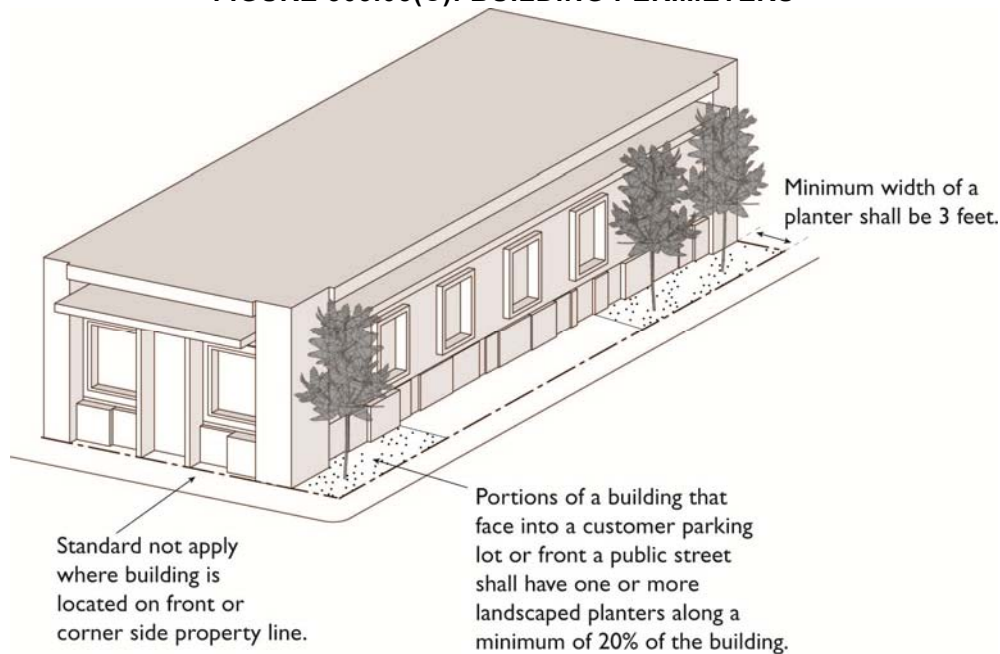
- (a) **Required Setbacks.** All required front and street-facing side setbacks, except for areas used for exit and entry, shall be landscaped.

FIGURE 303.05(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 303.05(C): BUILDING PERIMETERS



- (d) **Landscaping in Parking Areas.** Parking areas shall be landscaped as required by Chapter 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.

303.06 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, provided they do not cover more than ten (10) percent of the area required to be landscaped. 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 two (2) 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 guy wires.
- (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.

303.07 Water Efficiency

- (a) **Efficiency Requirement.** Landscaping shall be designed and plantings selected so that water use is minimized. The total "water use value" of the proposed landscaping on a site, as described in the following subsection, may not exceed the total planting area.
- (b) **Procedure for Calculating Total Water Use Value.** Total water use value shall be calculated as follows:
 - (1) Plants with similar water needs shall be grouped together on the landscape plan. All landscaped areas on a site shall be designated as being in the very low, low, moderate, or high water needs category, according to the

California Department of Water Resources study, Water Use Classification of Landscape Species (WUCOLS). Water bodies and turf shall be classified as high water use.

- (2) The total area (either in square feet or acres) in very low, low, moderate or high water use planting types shall be determined.
- (3) The area in each planting type shall be multiplied by the “water use value” for that planting type listed in Table 303.07(B)(3) below, and the products summed to determine total water use value of the landscape plan.

TABLE 303.07(B)(3): WATER USE VALUES OF PLANTING TYPES	
<i>Planting Type</i>	<i>Water Use Value</i>
Very Low Water Needs Category	0.1
Low Water Needs Category	0.4
Moderate Water Needs Category	1.0
High Water Needs Category	1.6

Calculating Total Water Use Value	
Area (sq. ft. or acres) in Very Low Water Needs Category x 0.1	=
Area (sq. ft. or acres) in Low Water Needs Category x 0.4	=
Area (sq. ft. or acres) in Moderate Water Needs Category x 1.0	=
Area (sq. ft. or acres) in High Water Needs Category x 1.6	=
Total Water Use Value for Site	=

- (4) In order to comply with this water use standard, the total water use value as calculated in paragraph three (3) above for a site shall be less than or equal to the total planting area expressed in square feet or acres.

303.08 Irrigation Specifications

An irrigation system shall be installed that consists of low-volume sprinkler heads, dry emitters, and bubbler emitters with automatic controllers. Each system shall be designed to provide adequate coverage to all plant material. Irrigation systems shall be designed, maintained, and managed to meet or exceed 0.71 efficiency.

- (a) Irrigation systems and decorative water features shall use recycled water when made available from the City.
- (b) Soil types and infiltration rate shall be considered when designing irrigation systems.

- (c) All irrigation systems shall be designed to avoid runoff, low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures.
- (d) Proper irrigation equipment and schedules, including features such as repeat cycles, shall be used to closely match application rates to infiltration rates therefore minimizing runoff.
- (e) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it.
- (f) The irrigation plans shall include the following to provide better water efficiency for all landscaped areas:
 - (1) **Equipment.** Sprinklers and sprays shall not be used in areas less than five (5) feet wide. Drip and bubbler systems shall be used in areas where watering needs do not exceed one (1) and one-half (.5) gallons per minute per device.
 - (2) **Water meters.** Separate landscape water meters shall be installed for all qualified landscape areas.
 - (3) **Controllers.** Automatic control systems shall be required for all irrigation systems and shall be able to accommodate all aspects of the design. Automatic controllers shall be digital, and shall have multiple programs, multiple cycles, and sensor input capabilities.
 - (4) **Valves.** Plants which require different amounts of water shall be irrigated by separate valves. If one (1) valve is used for a given area, only plants with similar water use shall be used in that area. Anti-drain (check) valves shall be installed in strategic points to minimize or prevent low-head drainage.
 - (5) **Sprinkler heads.** Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.
 - (6) **Rain or Moisture-Sensor Devices.** Soil moisture sensors and rain or moisture-sensing override devices are required for all qualified landscape areas.

303.09 Model Homes

At least one (1) model home that is landscaped in each project consisting of eight (8) or more homes shall demonstrate via signs and information, the principles of water efficient landscapes described in this Ordinance.

- (a) **Front Yard Sign.** A four (4) square foot sign shall be located in the front yard of the "water saving" model so that it is clearly visible to buyers. The sign shall indicate that the model features a water saving landscape and irrigation design.
- (b) **Interior display.** A drawing, or combination of drawings, shall be displayed inside the "water saving" model or the sales office which provides a schematic of the

landscape. These drawings shall include a key identifying the common name of the plants used in the "water saving" model distributed with the sales information to potential buyers to satisfy this requirement.

- (c) **Literature.** Additional literature describing water conserving landscaping and irrigation is encouraged to also be made available to the potential buyer or referenced on the interior display or brochure.

303.10 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.

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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 unit. Additional bedrooms above 2: 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 3 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.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
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.
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.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES

<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
<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.
<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.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
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	
<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	

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
<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.
<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.

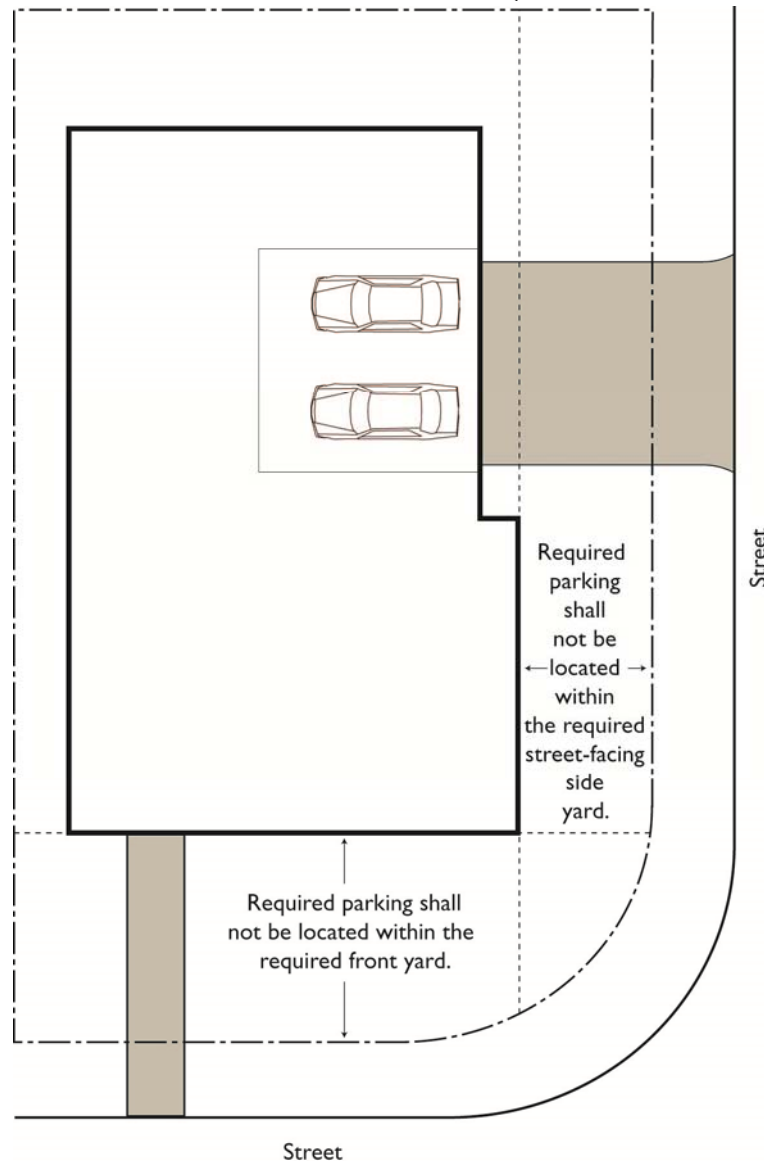
304.05 Location of Required Parking

- (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

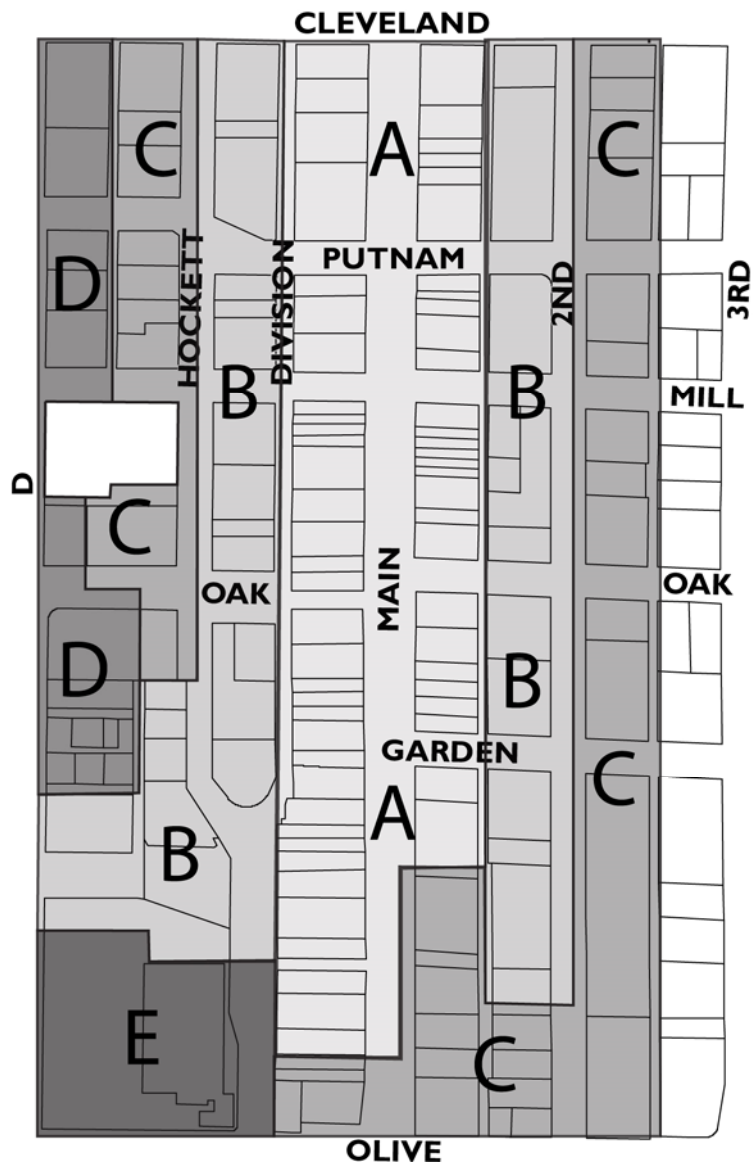
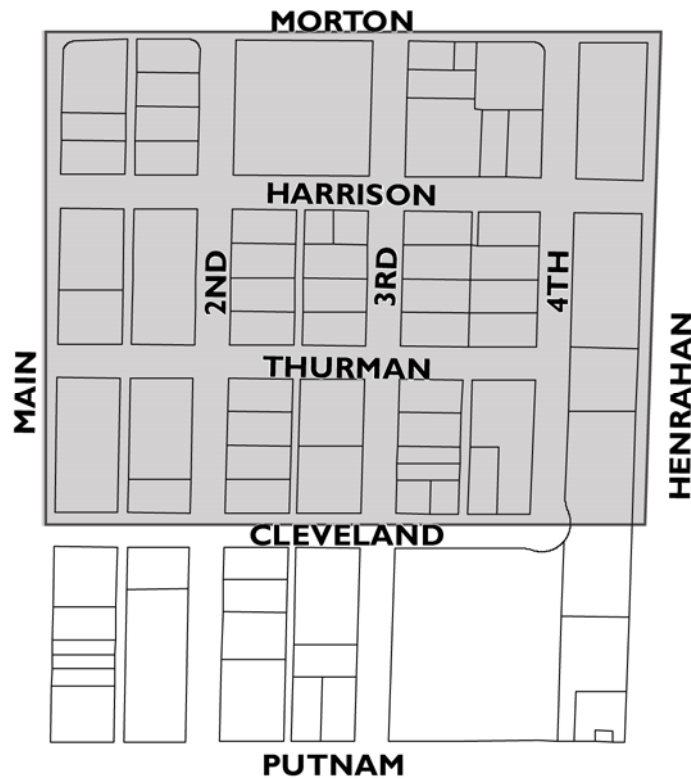


FIGURE 304.07(B): DOWNTOWN PARKING DISTRICT NO. 2



- (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 in the case of Downtown Parking District No. 1 and the Redevelopment Agency/Successor Agency in the case of Downtown Parking District No. 2, 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

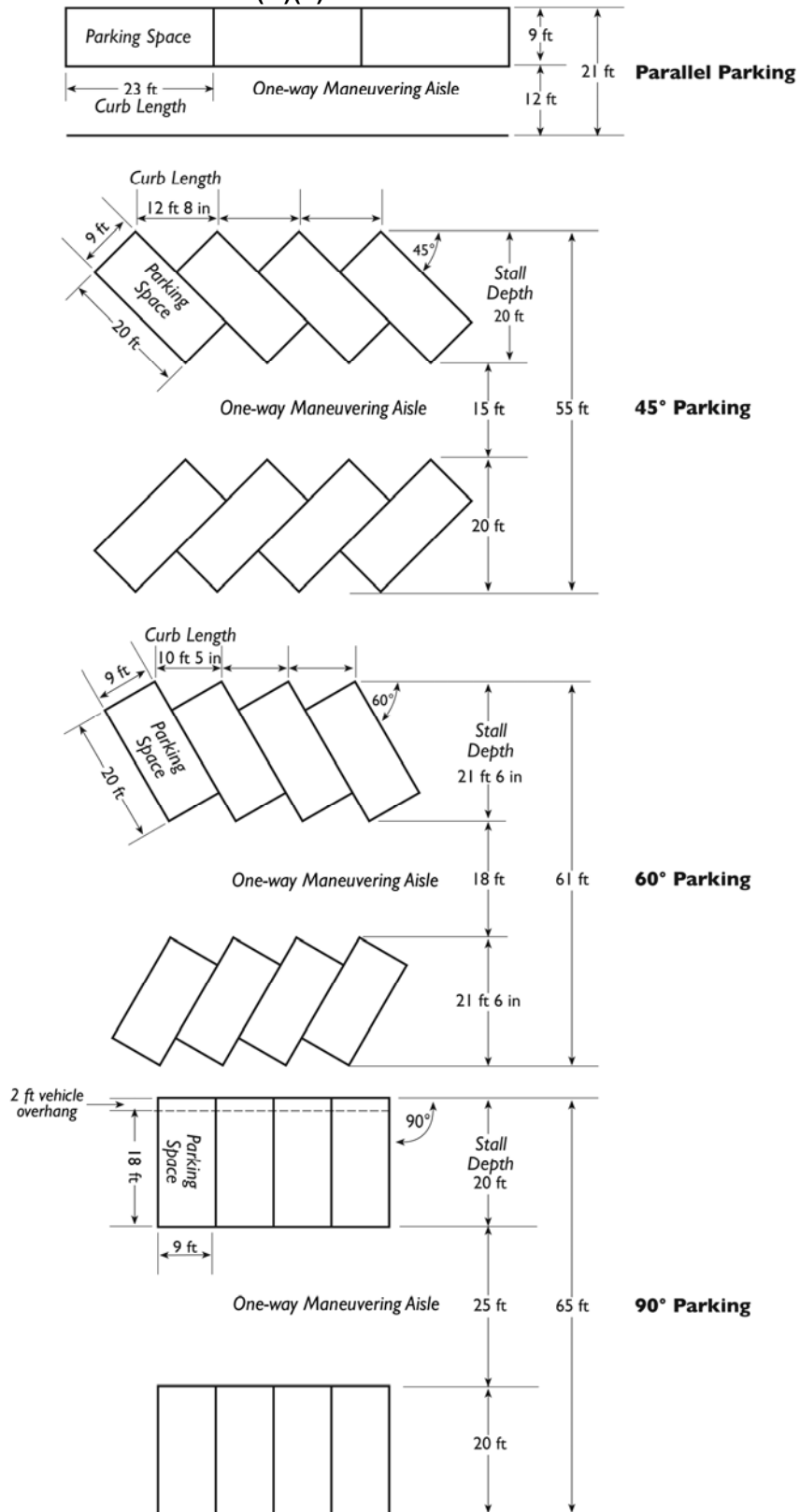
- (a) **Handicapped Parking.** Each lot or parking structure where parking is provided for the public as clients, guests, or employees shall include parking accessible to

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.

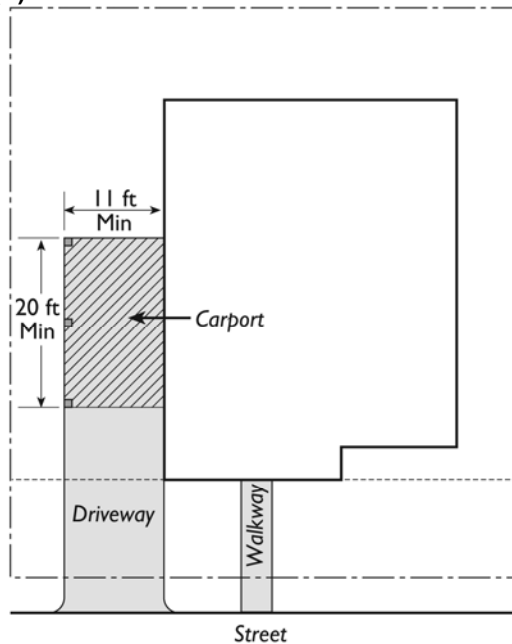
TABLE 304.10(C)(1): STANDARD PARKING SPACE AND AISLE DIMENSIONS					
<i>Angle of Parking</i>	<i>Stall Width</i>	<i>Curb Length Per Stall</i>	<i>Stall Depth from Curb</i>	<i>Aisle Width</i>	
				<i>One-way</i>	<i>Two-way</i>
Parallel	9'0"	23'0"	9'0"	12'	20'
45°	9'0"	12'8"	20'0"	15'	20'
60°	9'0"	10'5"	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. Unless adequate enclosed storage area is provided elsewhere on-site, the carport shall include a minimum eighty (80) square feet enclosed storage unit with minimum dimensions of six (6) feet in height and four (4) feet in width and depth.

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**

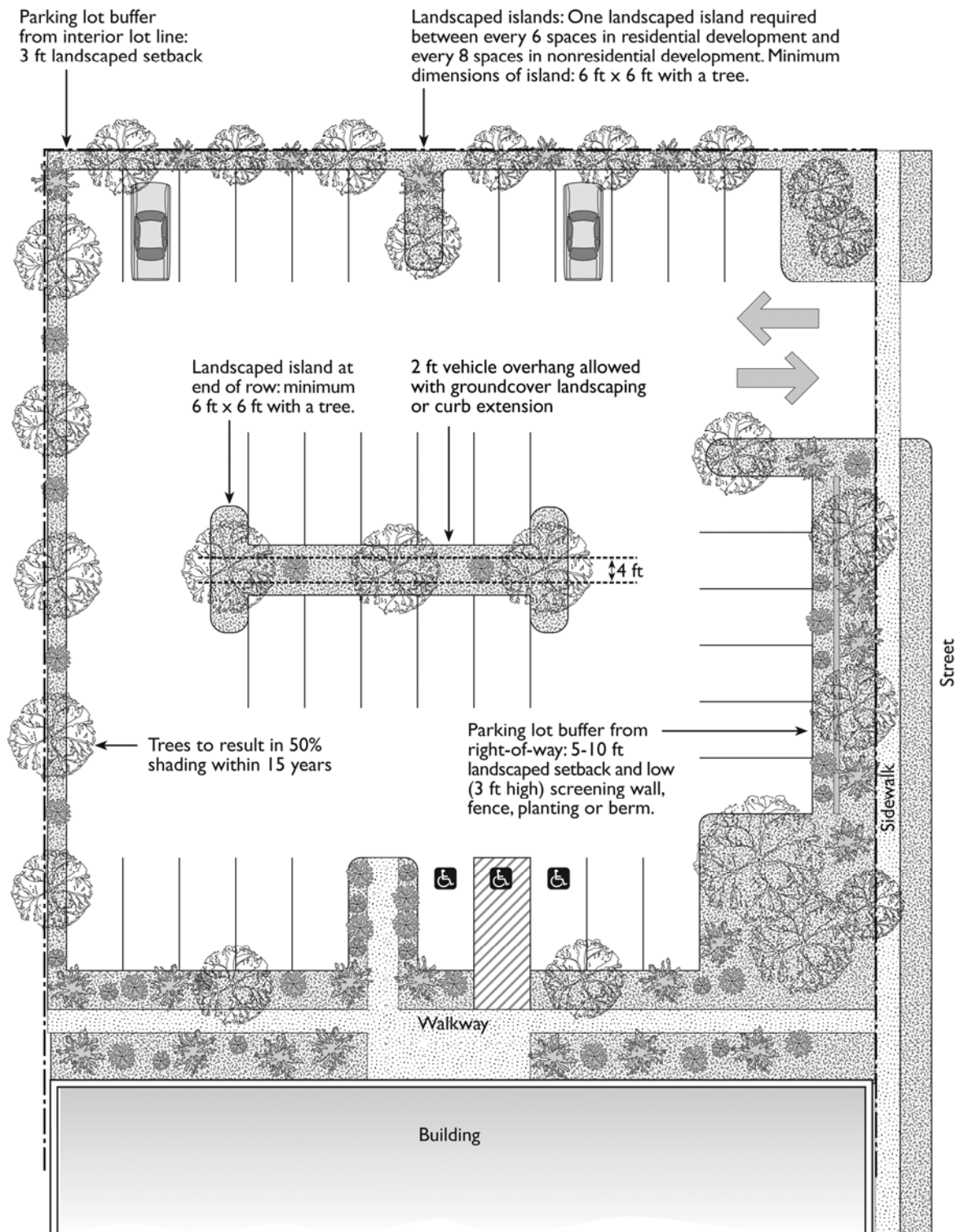
- (1) Residential. New residences or improvements to an existing residence of \$25,000 or more within a two (2) year period shall provide a paved driveway consisting of concrete, asphalt concrete, pavers or other like material.
- (2) Non-Residential.
 - a. For parking, aisles, and access drives that 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.** Public 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 (10) percent 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:* Ten (10) feet.
- (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 (50) percent shading of parking lot surface areas within fifteen (15) years.
- 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 are listed in Sunset's Western Garden Book, 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.

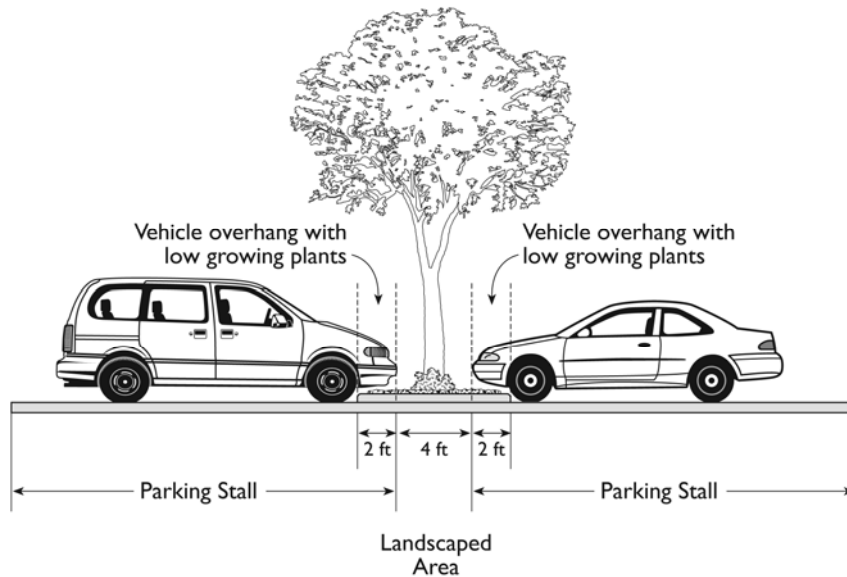
FIGURE 304.10(I): LANDSCAPING



(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



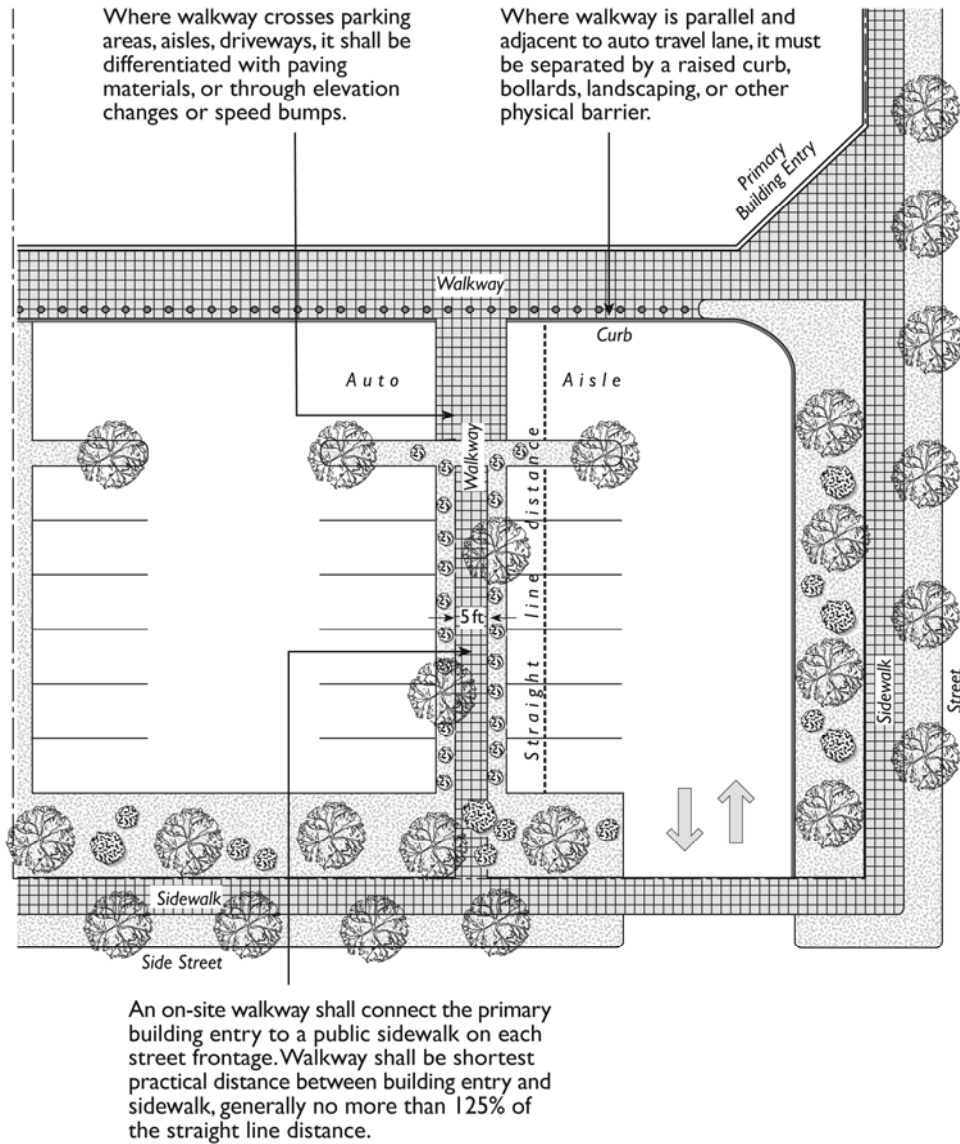
- (9) **Irrigation.** All landscaped areas shall be provided with an automatic sprinkler system.
- (10) **Visibility and Clearance.** Landscaping in planters at the end of parking aisles may not obstruct drivers' vision of vehicular and pedestrian cross-traffic. Mature trees shall have a foliage clearance 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 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 fascia evidence of occupation as a residence. Storage on the street is limited pursuant to Section 17-10.4 of the Porterville Municipal Code.

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Chapter 305 Signs

Sections:

305.01	Purpose
305.02	Applicability
305.03	Design Principles
305.04	Exempt Signs
305.05	Prohibited Signs
305.06	General Standards
305.07	Sign Standards for Residential Districts
305.08	Sign Standards for Non-Residential Districts
305.09	Standards for Specific Types of Signs
305.10	Temporary Signs
305.11	Permits Required; Review Process
305.12	Master Sign Program
305.13	Nonconforming Signs
305.14	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, that 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

This:



Not This:



This:



Not This:



- (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

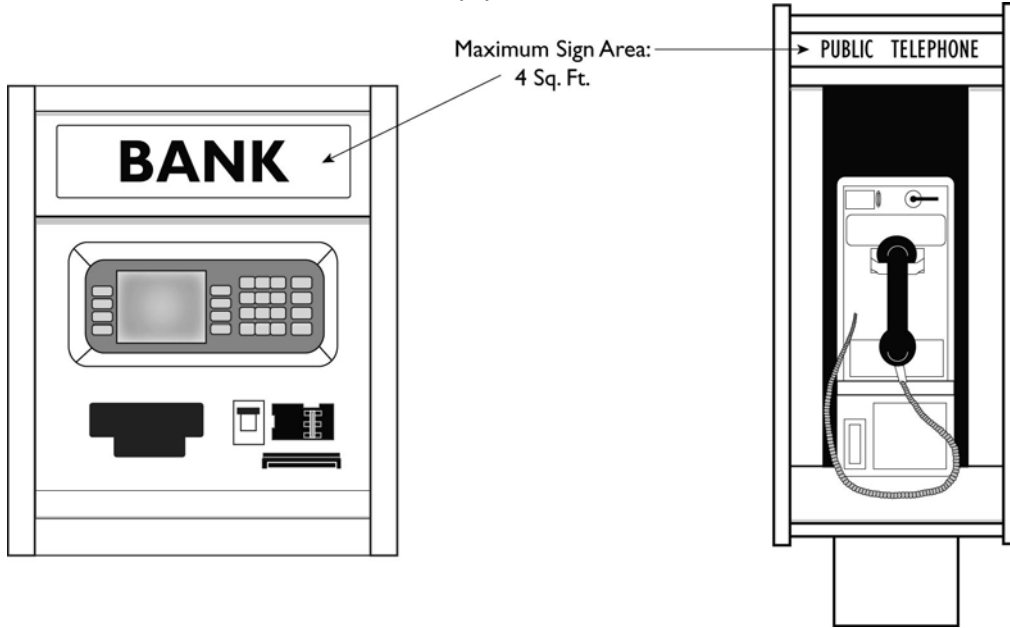
The following signs are exempt from the permit requirements of this chapter, and they do not count toward the total sign number or area limit for a site, provided that they conform to the specified standards and obtain building permits when required by law.

- (a) **Civic Signs.** 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) **Change of Business Signs.** 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 activity for which the sign is intended, 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) **Construction Signs.** 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) **Equipment Signs.** 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.

FIGURE 305.05(D): EQUIPMENT SIGNS



- (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) **Identification Signs.** Signs on apartment houses, boarding or rooming houses or similar uses, not exceeding six (6) square feet in area.
- (h) **Information Signs.** Displays commemorating legal holidays, hours of operation, opened or closed, etc., not exceeding four (4) square feet in area.
- (i) **Name Plates.** Name plates and occupational signs denoting only the name and occupation of any occupant in a commercial building or public institutional building, and not exceeding two (2) square feet in area.
- (j) **Official Government Signs, Plaques, and Legal Notices.** Official notices issued by a court, public body or office and posted in the performance of a public duty; notices posted by a utility or other quasi-public agent in the performance of a public duty or by any person given due legal notice; historical markers erected by a governmental body; or other signs required or authorized by law.

- (k) **Parking and Directional Signs.** On-site parking and directional signs for public or private developments, denoting the entrance, exit, and direction of traffic flow and not exceeding four (4) square feet in area per face, provided such signs are not prohibited or further regulated by other sections of this or any other ordinance of the City.
- (l) **Real Estate Offered for Sale, Rent or Lease (Off-site Directional).** Not more than one (1) off-site sign with a maximum size of twenty (20) square feet and a maximum height of eight (8) feet, Permission from the property owners of the site where the sign is placed is required. Such signs shall be removed within 5 days following close of escrow or finalization of sale, rental, or lease.
- (m) **Real Estate Offered for Sale, Rent or Lease (On-site).** Not more than one (1) on-site real estate 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, shall be allowed per street frontage of a parcel. Such signs shall be removed within 5 days following close of escrow or finalization of sale, rental or lease.
- (n) **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.
- (o) **Sponsorship Signs.** One (1) sponsorship sign per business noting a 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.
- (p) **Transit Signs.** Bus stop flags and blades, passenger information, shelter, and bus stop bench advertisement displays as permitted by the Transit Advertising Policy.
- (q) **Warning Signs.** Non-commercial warning signs or no trespassing signs on private property posted no closer than one-hundred (100) feet apart nor exceeding two (2) square feet in area per sign.

305.06 Prohibited Signs

The following types of signs and devices are specifically prohibited:

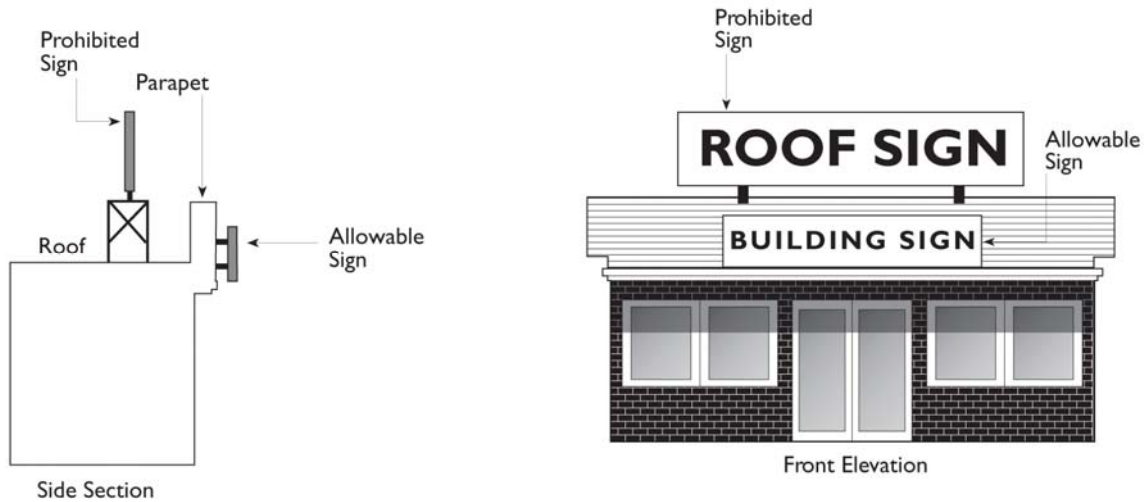
- (a) **Animated, Flashing or Moving Signs.** Signs that incorporate, flashing, moving, rotating, pulsating or intermittent lighting, with the exception of changeable copy

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) **Vehicle Displays.** Signs placed or displayed on vehicles parked in a conspicuous location with the primary purpose of on-site or off-site advertising of a commercial product or service, with the exception of vehicle identification signs.

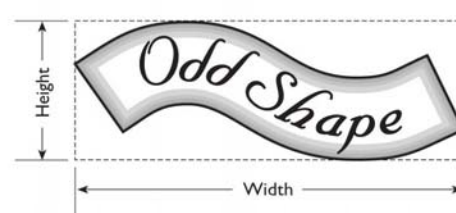
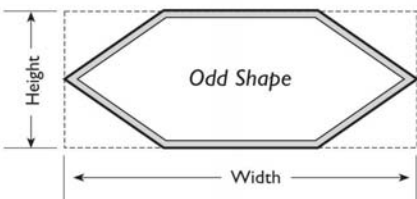
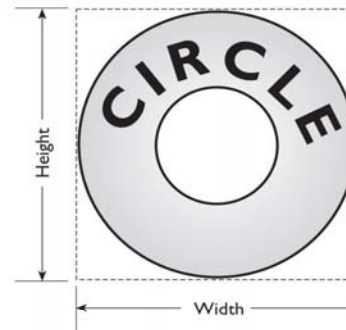
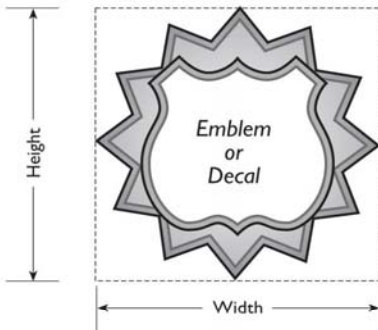
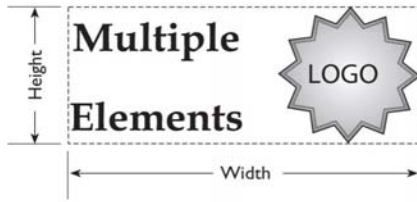
305.07 General Standards

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

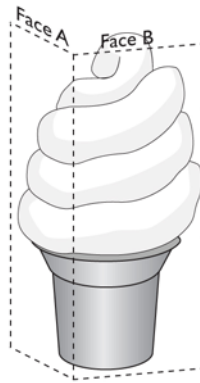
Sign Area = Height x Width



- (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 signs, gas price signs at gas stations, 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

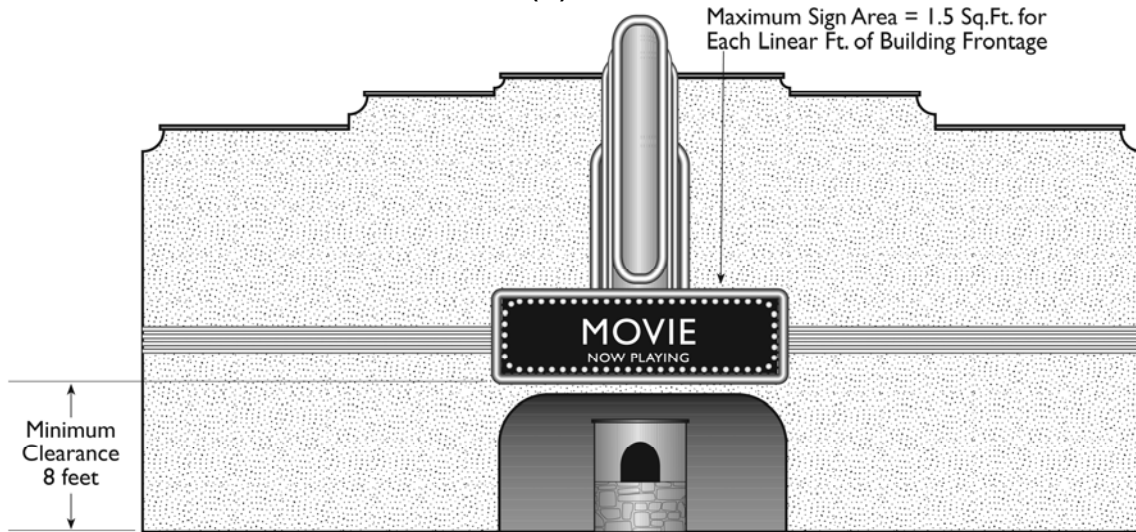
Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS		
<i>Zoning Districts (Frontage)</i>	<i>Sign Area Allowed (Sq. Ft. Per 1 Linear Ft. Of Building Frontage)</i>	<i>Permitted Sign Types</i>
CMX, CN, PO	1.5	Awning and canopy
		Marquee
		Monument
		Freestanding
		Projecting
		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.

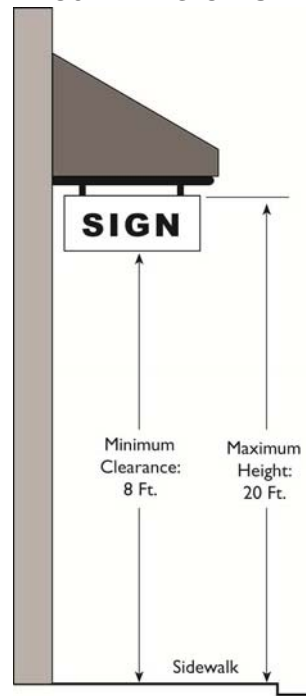
FIGURE 305.09(B): MARQUEE SIGNS



- (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 projecting sign cannot extend more than three (3) feet from the building to which it is attached.
 - 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.

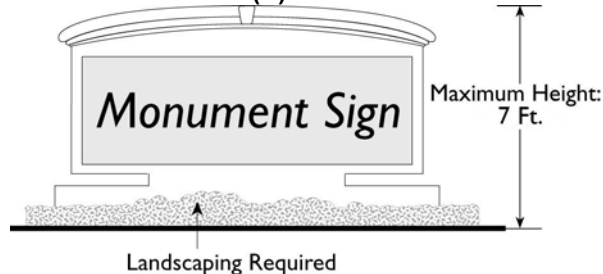
FIGURE 305.10(C): PROJECTING OR UNDER-CANOPY SIGNS



- (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.

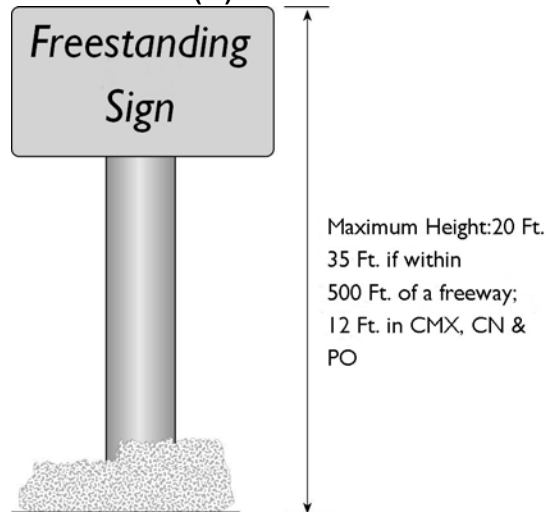
- (3) **Height.** Wall signs shall not be mounted or placed higher than the second story and shall not extend higher than the building wall upon which they are attached.
 - (4) **Coverage.** Wall sign copy shall not occupy more than seventy-five (75) percent of the length of the wall to which the sign 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) **Center Identification Signs.** Center identification signs 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 three (3) 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.

305.11 Temporary Signs

The following types of temporary signs are permitted, provided that they conform to the standards of this section:

- (a) **Commercial Banners, Handheld Signs, Portable Signs and Inflatable Signs:** Banners, handheld signs, portable signs and other similar temporary advertising devices shall be prohibited, except for business openings, special events,

promotional events and signs advertising a subdivision 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 for the purpose of advertising 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.
- (b) **Non-commercial Message Signs on Residential Uses.** On residential uses, non-illuminated temporary signs displaying non-commercial messages, with the size restrictions as specified in (c) 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.
- (c) **Non-commercial Message Signs on Commercial, Business, Industrial and Manufacturing Uses.** On commercial, business, industrial, and manufacturing uses, non-illuminated temporary signs displaying non-commercial messages, with

the size 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 run-off 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) **Permission Required.** Such temporary signs may be erected or placed on private property or in the public right of way provided that the permission of the legal owner, or in the case of public right of way the owner or tenant of that property immediately adjacent to the public right of way where the sign is placed, is first obtained. Said signs shall not require a sign permit.
 - (2) **Prohibited Locations**
 - a. Any location that would constitute a hazard to vehicular and pedestrian traffic.
 - b. Attached to any pole or structure supporting a traffic control sign or device, street tree or fire hydrant.
 - c. Placement within or on a roadway or on the sidewalk.
 - d. Within the public right-of-way abutting any public property including parklands or within City maintained landscaped parkways within public right of way.
 - (3) **Size Limitations in a Residential Zone District.** The following size limitations apply:
 - a. Four (4) square feet when located on private property with frontage on a local street as designated in the General Plan.
 - b. Eight (8) square feet when located on private property with frontage on an Arterial or Collector Street as designated in the General Plan.
 - (4) **Size Limitations in a Non-Residential Zone District.** The following size limitations apply:
 - a. Sixteen (16) square feet when located on private property.
 - b. Four (4) square feet when located within the public right of way.
 - (5) **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.
- (d) **Subdivision Signs.** Signs advertising a subdivision being developed in the City are subject to the following requirements:
- (1) **On-Site Signs.** One (1) sign per street frontage with a maximum of three (3) temporary real estate subdivision 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.* Subdivision signs shall be removed twenty-four (24) months from the date the permit for same is issued, or when the last lot of the subdivision has been sold for the first time.
 - 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) **Off-Site Signs.** Up to four (4) off-site directional real estate subdivision signs directing traffic to open houses and subdivisions involved in real estate sales 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 and advertising structures shall be removed twenty-four (24) months from the date the permit for same is issued, or when the last lot of the subdivision has been sold for the first time.
 - 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.

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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 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.

- a. ***Exceptions for Residential Structures.***
- b. 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.

Series 400: Land Divisions

Chapter 400 General Provisions

Sections:

400.01	Introductory Provisions
400.02	General Responsibilities
400.03	Appeals
400.04	Grounds for Denial
400.05	Authority to Vary Regulations
400.06	Maps Required

400.01 Introductory Provisions

- (a) **Citation and Authority.** This Series is enacted pursuant to the provisions of Division 2 of Title 7 of the Government Code of the State of California, referred to herein as the “Subdivision Map Act.”
- (b) **Purpose.** Series 400, Land Divisions, is adopted to preserve, protect and promote the public health, safety, convenience, prosperity and general welfare. More specifically, this Series is adopted in order to achieve the following objectives:
 - (1) To aid in the implementation of the General Plan, and elements thereof, as adopted by the City Council.
 - (2) To provide lots of sufficient size and appropriate design for the purposes for which they are to be used.
 - (3) To provide streets of adequate capacity for the anticipated traffic which would utilize them, and to ensure that they are designed to promote a safe vehicular and pedestrian traffic circulation system.
 - (4) To accommodate new development in a manner which will preserve and enhance the city’s living environment.
 - (5) To provide for water supply, sewage disposal, storm drainage, and other utilities and facilities which are required by conditions of an urban environment.
 - (6) To ensure that the costs of providing rights-of-way, street improvements, utilities and public areas and facilities needed to service new developments are borne fairly and equitably by the subdivider, rather than by property owners of the city at large.

- (c) **Scope.** Series 400, Land Divisions, is enacted for the purpose of regulating subdivision of land in accordance with the Subdivision Map Act of the State of California, and any future amendments thereto, and repeals all other regulations of the City of Porterville in conflict with this Series; provided, however, that such repeal shall not affect any agreement, contract, or bond executed pursuant to such regulations or any rights of action accruing thereunder. The regulations contained in this Series shall apply to all subdivisions and parcel maps or parts of subdivisions and parcel maps hereafter made entirely or partially within the City of Porterville. The provisions of this Series shall be in addition to and shall be considered as supplemental to the provisions of the Subdivision Map Act of the State of California, as now in effect or hereinafter amended.
- (d) **Exclusions.** These standards shall not apply to those divisions of land excluded by Section 66412 of the Subdivision Map Act.

400.02 General Responsibilities

- (a) **City Attorney.** The City Attorney shall be responsible for approving as to form all subdivision improvement agreements and improvement securities.
- (b) **City Council.** The City Council shall review and approve, conditionally approved or disapprove tentative and final subdivision maps and parcel maps when the parcel map is in coordination with a discretionary permit and/or multi-application projects. The City Council shall have final jurisdiction in the approval of final maps and improvement agreements and the acceptance by the city of lands and/or improvements as may be proposed for dedication to the city for final maps. The City Council shall act as the final appeal board for hearing appeals of the approval, conditional approval or disapproval for parcel maps.
- (c) **City Engineer or Public Works Director.** The City Engineer or Public Works Director shall be responsible for:
 - (1) Establishing design and construction details, standards and specifications.
 - (2) Determining if proposed subdivision improvements comply with the provisions of this Series and the Subdivision Map Act and for reporting the findings together with any recommendations for approval, or conditional approval, of the tentative map to the Zoning Administrator for tentative subdivision maps and parcel maps.
 - (3) The processing of final maps, reversion to acreage maps and amended maps; the processing and approval of subdivision improvement plans, lot line adjustments, mergers, and certificates of compliance.
 - (4) Examining and stating that final maps are in substantial conformance with the approved tentative map.
 - (5) The inspection and approval of subdivision improvements.
 - (6) On behalf of the City Council, accept the dedication of streets, alleys, including access rights and abutter's rights, drainage easements, elementary school sites, parks, and other easements and parcels of land intended for public use.
 - (7) The collection of all required deposits and fees.

- (d) **Zoning Administrator.** The Zoning Administrator shall be responsible for design analysis for conformity with the General Plan and this Ordinance; for the environmental quality of the subdivision design; and for the expedient processing of subdivision maps, parcel maps, and reports, as provided herein.
- (e) **Project Review Committee.** The Project Review Committee shall be responsible for reviewing and commenting on preliminary maps that show the general characteristics of the proposed subdivision.
- (f) **Parcel Map Committee.** The Parcel Map Committee shall be the designated advisory agency for parcel map subdivisions and shall have the authority to approve, conditionally approve, or deny tentative parcel maps. The Parcel Map Committee may impose conditions upon a tentative map, as appropriate, to determine compliance with general engineering or surveying practices.
- (g) **Subdivider.** The subdivider shall prepare maps consistent with the standards contained herein, and design public improvements consistent with the public improvement standards of the City of Porterville. The subdivider shall process said maps in accordance with the regulations set forth herein.

400.03 Appeals

- (a) The subdivider or any interested person adversely affected may appeal any decision, determination or requirement of the City Engineer, Zoning Administrator or Parcel Map Committee consistent with the provisions of Chapter 612, Appeals.
- (b) When the Parcel Map Committee has acted on an application for an exception, in accordance with the provisions of this Series, any interested person may appeal to the City Clerk pursuant to the procedures and within the time limits set forth in Chapter 612, Appeals. City Council decisions are final upon adoption of the resolution.

400.04 Grounds for Denial

- (a) A tentative map or parcel map shall be denied approval or conditional approval in the event any one (1) of the following findings is found to prevail by the legislative body:
 - (1) That the proposed map is not consistent with applicable general and specific plans.
 - (2) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
 - (3) That the site is not physically suitable for the type of development.
 - (4) That the site is not physically suitable for the proposed density of development.
 - (5) That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
 - (6) That the design of the subdivision or type of improvements is likely to cause serious public health problems.

- (7) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

400.05 Authority to Vary Regulations

- (a) The Parcel Map Committee/City Council, with respect to tentative parcel maps and tentative subdivision maps, respectively, can modify any of the requirements and regulations set forth in this Series as it pertains to lot design, subject to the approval of a conditional use permit. Variation of regulations is applicable when there are natural features such as topographic constraints and soils conditions that may warrant modified standards. Application for any such modification shall be made in writing by the subdivider in the form of a conditional use permit application, stating fully the grounds of the application and the facts relied upon by the subdivider. Such application shall be filed with the tentative map of the proposed land division. If in the opinion of the Zoning Administrator and Public Works Director/City Engineer the on- and/or off-site improvements, phasing and/or type of improvements necessitate it, a development agreement may be required between the City and the subdivider. In order for the property referred to in the application to come within the provisions of this section, it shall be necessary that the City Council or Parcel Map Committee find the following facts with respect thereto:
 - (1) There are special circumstances or conditions affecting the property that make it impractical to conform to all of the provisions prescribed by this Series provided, however, that no exceptions may be granted to any requirements imposed by the Subdivision Map Act or any other applicable provision of State law;
 - (2) That the modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner;
 - (3) That the granting of the modification will not be detrimental to the public welfare or injurious to other property in the territory in which such property is situated;
 - (4) That the exception is appropriate for the proper design and/or function of the subdivision; and
 - (5) That the granting of the exception is consistent with the General Plan.
- (b) **Exception to Conditional Use Permit Requirement.** As it pertains to tentative parcel maps and tentative subdivision maps, exceptions to regulations pertaining to lot depth, reverse corner lots, street length and width, and double frontage lots or for minor exceptions as determined by the Zoning Administrator, shall be processed with the tentative map and shall not be subject to a conditional use permit per the above section (a). Exceptions from additional subdivision design standards and/or standards pertaining

to the lot design within particular zones shall be subject to the approval of a conditional use permit.

- (c) **Action on Exceptions.** In the event that the proposed exceptions represent more than exceptions from lot depth, reverse corner lots, street length, and double frontage lots, the City Council shall approve, conditionally approve or disapprove the application for a conditional use permit pertaining to a tentative map in a public hearing held concurrently with the proposed tentative map. The Parcel Map Committee shall consider the exceptions not subject to a conditional use permit during the public hearing at which it considers the tentative parcel map.

400.06 Maps Required

- (a) **General.** The necessity for tentative maps, or vesting tentative maps, parcel maps, and final maps shall be governed by the provisions of this Series. A designated remainder lot shall not be counted as a parcel for the purpose of determining whether a parcel or final map is required.
- (b) **Final Map.** A tentative or vesting tentative and final map shall be required for all divisions of land creating five (5) or more parcels, five (5) or more condominiums as defined in Section 783 of the State Civil Code, a community apartment project containing five (5) or more parcels, or for the conversion of a dwelling to a stock cooperative containing five (5) or more dwelling units, except where:
 - (1) The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body; or
 - (2) Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway; or
 - (3) The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the governing body as to street alignments and widths; or
 - (4) Each parcel created by the division has a gross area of not less than 40 acres or is not less than one quarter of a quarter section.
 - (5) The land being subdivided is solely for the creation of an environmental subdivision pursuant to Section 66418.2 of the Subdivision Map Act.
 - (6) The subdivisions described in paragraphs (1), (2), (3), (4) or (5) shall require a parcel map.
- (c) **Parcel Map.** A tentative map, vesting tentative map, and parcel map shall be required for all divisions of land into four (4) or fewer parcels, and for divisions of land into five (5) or more parcels that are classified as a parcel map in subsection (b) above, except that a tentative map and parcel map shall not be required for:
 - (1) **Right-of-Way Subdivisions.** Subdivisions of a portion of the operating right-of-way of a railroad corporation, defined by Section 230 of the Public Utilities Code

that are created by short-term leases terminable by either party on not more than 30 days' notice in writing.

- (2) **Conveyances.** Land conveyed to or from a governmental agency, public entity or public utility, or for land conveyed to a subsidiary of a public utility for conveyance to the public utility for rights-of-way, unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates a parcel map.
- (3) **Lot Line Adjustments.** Lot line adjustments that meet the requirements of Section 406.03, Lot Line Adjustments.

Chapter 401 Preliminary Map

Sections:

- 401.01 Form of Preliminary Map
- 401.02 Project Review Committee

401.01 Form of Preliminary Map

- (a) Prior to the filing of a map, the subdivider shall submit to the Zoning Administrator an application for Project Review Committee and nine (9) copies of a preliminary map to indicate the essential characteristics of the subdivision. The preliminary map shall be eighteen by twenty-six inches (18" X 26"), be legibly drawn, in pencil or ink, and shall use a decimal or an engineer's scale of not less than one inch equals one hundred feet (1" = 100') and shall contain the following minimum information:
 - (1) Key map showing adjacent property, subdivisions and roads or streets, proposed street in the subdivision, and other development that would affect the subdivision.
 - (2) Name and address of the owner of record, subdivider and engineer or surveyor.
 - (3) Date, north point and scale showing the general topography contours and features.
 - (4) Approximate location and widths of proposed and existing street rights-of-way.
 - (5) Approximate location, average size, and number of lots.
 - (6) Approximate acreage of proposed tract.
 - (7) The intended land use and information on utilities, sanitary sewers, drainage, water and other improvements.

401.02 Project Review Committee

- (a) The Zoning Administrator will schedule a meeting of the Project Review Committee, in compliance with Chapter 601.03, with the subdivider on the preliminary map. The Project Review Committee will make such general recommendations to the subdivider as shall seem proper regarding such preliminary map and shall recommend consultations by the subdivider with such other public or private agencies as it shall designate. The Project Review Committee shall furnish written copies of its recommendations to the subdivider and to all other public or private agencies which may be interested.

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Chapter 402 Tentative Maps

Sections:

- 402.01 Map Filing Procedure and Requirements
- 402.02 Form of Map and Content
- 402.03 Expiration of Maps and Extensions of Time

402.01 Map Filing Procedure and Requirements

- (a) The subdivider shall file with the Zoning Administrator ten (10) copies, one (1) photo-ready master (11" X 17" maximum) and one (1) copy of the owner's statement (if not included on the tentative map), all in accordance with the requirement of this Series, of each proposed subdivision. Said tentative map shall be accompanied with filing fees per resolution adopted by the City Council. The Zoning Administrator shall indicate upon all copies of the tentative map and accompanying data the date of filing, which shall be the date on which all required maps, masters, and accompanying data are deposited in the office of the Zoning Administrator. The Zoning Administrator may refuse to accept a tentative map which is inaccurate, illegible, incomplete, or which fails to comply with the requirements of this Series.
- (b) **Department Review and Referral**
 - (1) **Determination of Complete Application.** Not later than thirty (30) days after receipt of an application for a tentative map approval, the Zoning Administrator shall determine in writing whether such application is complete, and shall immediately transmit such determination to the applicant for the tentative map. In the event that the application is determined not to be complete, the Zoning Administrator's determination shall identify those parts of the application which are complete, and shall specify those parts of the application which are incomplete, and shall indicate the manner in which they can be made complete. Zoning Administrator may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.
 - (2) **Referral.** Within ten (10) days of acceptance of a tentative map of a subdivision, the Zoning Administrator shall transmit the requested number of copies of such map, together with accompanying data, to such public agencies and utilities as may be concerned. Each of the public agencies and utilities may, within fifteen (15) days after distribution of the tentative map, forward to the Zoning Administrator a written report of their findings and recommendations thereon. The Zoning Administrator shall prepare a written report on the conformity of the tentative map to the provisions of the General Plan, the Development Ordinance, and all other applicable requirements of this and other ordinances and regulations of the City of Porterville. Such public agencies and utilities include, but are not limited to:
 - a. Public Works Director/City Engineer;

- b. Chief Building Official;
 - c. Police Department;
 - d. Fire Department;
 - e. Field Services Manager;
 - f. Office of Intergovernmental Management as required by the Government Code;
 - g. Southern California Edison or other affected electric company;
 - h. The Gas Company or other affected gas company;
 - i. Telephone company or other affected phone company;
 - j. Cable TV companies affected;
 - k. School Districts as required by Section 66455.7 of the Map Act;
 - l. Water supplier that is or may become a public water system as required by Section 66455.3 of the Map Act; and
 - m. Affected owner of irrigation ditches or canals, and any other public agency or public utility affected by the subdivision.
- (c) **Consideration of Tentative Maps.** The Zoning Administrator shall prepare a written report on the conformity of the tentative map to the provisions of the General Plan and all other applicable requirements of this and other ordinances and regulations of the City of Porterville. The report shall include a recommendation for action, including any requirements or conditions deemed necessary to ensure that the map will comply with the General Plan and any applicable city regulations. The Public Works Director/City Engineer shall prepare a written report of recommendations on the tentative map in relation to the public improvement requirements of this chapter and the provisions of the Map Act.
- (d) **Notification Procedures for Public Hearings.** Notice of the time and place of any public hearing shall be given in conformance with the provisions of Section 601.05, Public Notification.
- (e) **Action.** Within the timeframes established in the Permit Streamlining Act, the City Council shall act on the tentative map for subdivisions and the Parcel Map Committee shall act on the tentative parcel map, unless an extension is agreed upon by the subdivider as provided for in the Permit Streamlining Act. If the City Council/Parcel Map Committee find that the proposed map complies with the requirements of this chapter and the Map Act, it shall approve the map. If the City Council/Parcel Map Committee finds that the proposed map does not meet the requirements of this chapter and the Map Act, it shall conditionally approve or disapprove such map.
- (f) **Notice of Action.** Within ten (10) days following the action by the City Council or Parcel Map Committee, as appropriate, the Zoning Administrator shall transmit a letter containing the record pertaining to such action to the party submitting the tentative map. Upon approval, the tentative shall be so marked and all conditions of approval and required dedications and improvements clearly specified on or with the map. Copies of

the approved tentative map shall be filed with the Zoning Administrator and the City Engineer.

402.02 Form of Map and Content

- (a) The subdivider shall cause the tentative map of the land proposed to be subdivided to be prepared by a registered civil engineer or a licensed land surveyor. The size of each sheet shall be eighteen by twenty-six inches (18" X 26"). The tentative map shall be legibly drawn, in pencil or ink, and shall use a decimal or an engineer's scale of not less than one inch equals one hundred feet (1" = 100'), or as approved by the Zoning Administrator.

The tentative map shall clearly show the following information:

- (1) The tract name or number, date, north point, scale and sufficient description to define the location and boundaries of the proposed tract.
- (2) Names, addresses, and phone numbers of record owner(s), subdivider, and engineer or surveyor.
- (3) Partial legal description (1/4 section, township/range).
- (4) The tentative map shall include enough sheets to show details at the scale of the map. The number of the sheet and the total number of sheets comprising the tentative map shall be stated on each of the sheets and its relation to each adjoining sheet shall be clearly shown.
- (5) Location, names, present right-of-way and physical dimension, and approximate grades of adjacent roads, streets, highways or ways, names and dimensions of abutting subdivisions and properties.
- (6) The locations, names, widths, and proposed grade of all streets in the proposed subdivision.
- (7) Radius of each curve (in accordance with Section 407.03, Design and Construction Standards).
- (8) Typical cross sections of any non-standard streets.
- (9) The outline of any existing buildings and their locations in relation to existing or proposed street and lot lines. The location of existing wells and sewage disposal facilities and the proposed disposition of same.
- (10) Contour lines having the following intervals (Development within the Hillside Zone shall comply with Chapter 501, Hillside Zone Overlay District):
 - a. One (1) foot contour interval for ground slopes between level and five (5) percent.
 - b. Five (5) foot contour intervals for ground slopes exceeding five (5) percent.
- (11) The approximate widths, location and purpose of all existing or proposed easements.
- (12) Approximate lot layout and approximate dimensions of each lot, and each to be numbered.

- (13) The area of the subdivision in gross area and net area (excluding streets and other proposed public uses).
 - (14) Approximate location of all areas subject to inundation or storm water overflow and the location, width, grade and direction of flow of all watercourses and the location of all floodplain lines.
 - (15) Public areas proposed.
 - (16) City limit lines.
 - (17) Vicinity map showing the proposed subdivision and surrounding streets within one-fourth (1/4) mile radius of the proposed subdivision.
 - (18) Location of trees to remain in place and landscaping proposed to remain in public right-of-way.
 - (19) Show all proposed dedications and irrevocable offers of dedication on the tentative map or to be made by separate instrument.
 - (20) The location and sizes of existing and proposed utility lines and structures.
 - (21) The elevation of sewers at the proposed connection.
 - (22) Any other drawings, data or information as deemed necessary by the Zoning Administrator and/or the City Engineer.
 - (23) The Zoning Administrator may waive any of the above tentative map requirements if the location and nature of the proposed subdivision or existing documentation demonstrate that a waiver is justified.
- (b) **Owner's Statement and Accompanying Data.** Additional information relating to the subdivision which may not practicably be shown on the tentative map shall be contained in similar supplemental maps or written owner's statement which shall accompany the tentative map and include the following information. Any information that is engineering in nature shall be provided by a Civil Engineer.
- (1) Existing use or uses of the property, present zoning, and General Plan designation.
 - (2) Proposed uses of the property indicating respective proportion of the total area of the subdivision represented by each.
 - (3) General outline of proposed water system.
 - (4) Provisions for sanitary sewage disposal and general outline of proposed system.
 - (5) Plan for surface drainage and flood control and general outline of proposed system.
 - (6) Proposed street improvements for sidewalk, curb and gutter, and paving of public ways, as required, indicating approximate location and dimensions of the proposed system.
 - (7) If developed in increments, maps shall indicate approximate sequence of development.
 - (8) Environmental Information Form.

- (9) Additional data and information, including fees, as may be required for the preparation and processing of environmental documents pursuant to the California Environmental Quality Act.
- (10) Any other data or reports deemed necessary by the Zoning Administrator and/or the City Engineer.

402.03 Expiration of Maps and Extensions of Time

- (a) **Expiration.** When a timely filing is made prior to expiration, subsequent actions of the City Council or Parcel Map Committee, as appropriate, including, but not limited to, processing, approval, and recordation, may lawfully occur after the date of expiration of the tentative map. Delivery to the City Engineer shall be deemed a timely filing for purposes of this section. The effective life of an approved tentative parcel map or tentative subdivision map shall comply with the provisions of Section 66463.5 and 66452.6 of the Map Act, respectively. The expiration of an approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the City Council or Parcel Map Committee, as appropriate, without first processing a new tentative map.
- (b) **Extension.** Extensions for tentative parcel maps and tentative subdivision maps may be granted pursuant to the provisions of Section 66463.5 and 66452.6 of the Map Act, respectively. Upon application of the subdivider, prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the Parcel Map Committee or by the City Council.
 - (1) **Request for Extension.** Prior to the expiration of an approved or conditionally approved tentative map, upon receipt of a written application by the subdivider to extend that map, the map shall automatically be extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. A written application to extend an approved or conditionally approved tentative map shall be submitted to the Zoning Administrator prior to expiration of the tentative map, who shall forward such to the City Council or Parcel Map Committee, as appropriate. If the Parcel Map Committee denies a subdivider's application for an extension, the subdivider may appeal, in writing, to the City Council within ten (10) days after the Parcel Map Committee has denied the extension.
 - (2) **Consideration of Extension Request.** Consideration of an application for an extension of time shall be limited to the mandatory findings of significance contained in the original Parcel Map Committee conditions or City Council resolution which approved or conditionally approved the tentative map. If it can be reasonably demonstrated that any one (1) of the original mandatory findings of significance used to justify approval or conditional approval of the tentative map, as specified in the original resolution has changed to the extent it can be considered a cause for denial, then such request for extension may be denied.
 - (3) **Companion Permits.** When a tentative map is approved or conditionally approved in conjunction with a Conditional Use Permit or other discretionary

permit, such permit shall expire at the same time as the tentative map unless the permit states a different expiration date approved by the City Council. Extensions of time of tentative maps approved with companion Conditional Use Permits or other discretionary permits may also include extensions of time for such companion permits to exceed the maximum appropriate time limit permitted by this section.

Chapter 403 Vesting Tentative Maps

Section:

- 403.01 Vesting Tentative Maps
- 403.02 Vesting of Development Rights

403.01 Vesting Tentative Maps

- (a) **Citation and Authority.** This section is enacted pursuant to the authority granted by Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the Government Code of the State of California (hereinafter referred to as the vesting tentative map statute).
- (b) **Purpose.** It is the purpose of this section to establish procedures necessary for the implementation of the vesting tentative map statute, and to supplement the provisions of the Subdivision Map Act.
- (c) **Consistency.** No land shall be subdivided and developed pursuant to the vesting tentative map for any purpose which is inconsistent with the General Plan and any applicable specific plan, or not permitted by this Ordinance or other applicable provisions of the Municipal Code, which were in effect at the time the vesting tentative map was approved or conditionally approved.
- (d) **Application**
 - (1) Whenever a provision of the Map Act, as implemented and supplemented by this Series, requires the filing of a tentative map, a vesting tentative map may instead be filed, in accordance with the provisions hereof.
 - (2) If a subdivider does not seek the rights conferred by the vesting tentative map statute, the filing of a vesting tentative map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.
- (e) **Filing and Processing.** A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports and shall be processed in the same manner as set forth in this Series for a tentative map, except as hereinafter provided:
 - (1) At the time a vesting tentative map is filed it shall have printed conspicuously on its face the words “vesting tentative map.”
 - (2) At the time a vesting tentative map is filed, a subdivider may be required to supply the following information in addition to the requirements set forth in Section 402.02, Form of Map and Content:
 - a. Height, size, and location of buildings.
 - b. Geological studies.
 - c. Architectural plans.

- d. Any other studies that are normally deferred to the building permit stage.
- (f) **Expiration.** The approval or conditional approval of a vesting tentative map shall expire at the end of the same time period, and shall be subject to the same extensions established by 402.03 Expiration of Maps and Extensions of Time for the expiration of the approval or conditional approval of a tentative map.

403.02 Vesting of Development Rights

(a) Review Authority Action

- (1) The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies and standards described in Government Code Section 66474.2. However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies and standards in effect at the time the vesting tentative map is approved or conditionally approved.
 - (2) Notwithstanding paragraph (1) above, a permit, approval, extension or entitlement may be made conditional or denied if any of the following are determined:
 - a. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both.
 - b. The condition or denial is required, in order to comply with state or federal law.
- (b) **Time Limits and Extensions of Time on Vesting Tentative Maps.** The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided below. If the final map is approved, these rights shall last for the following periods of time:
- (1) An initial time period of two (2) years. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.
 - (2) The initial time period set forth in paragraph (1) above shall be automatically extended by any time used for processing a complete application for a grading permit or for design or architectural review, if such processing exceeds thirty (30) days, from the date a complete application is filed.
 - (3) A subdivider may apply for a one (1) year extension at any time before the initial time period set forth in paragraph (1) above expires.
 - (4) If the subdivider submits a complete application for a building permit during the periods of time specified in paragraphs (1), (2), and (3) above, the rights referred to herein shall continue until the expiration of that period, or any extension of that permit.

(c) **Development Inconsistent with Zoning Conditional Approval**

- (1) Whenever a subdivider files a vesting tentative map for a subdivision whose intended development is inconsistent with this Ordinance, that inconsistency shall be noted on the map. The city may deny such a vesting tentative map or approve it conditioned on the subdivider/applicant obtaining the necessary change in the Ordinance to eliminate the inconsistency. If the change in the Ordinance is obtained, the approved or conditionally approved vesting tentative map shall, notwithstanding subsection (a)(1) above, confer the vested right to proceed with the development in substantial compliance with the change in the Ordinance and the map, as approved.
- (2) The rights conferred by this subdivision shall be for the time periods set forth in subsection (b) above.

(d) **Applications Inconsistent with Current Policies.** Notwithstanding any provision of this section, the applicant may seek approvals or permits for development which depart from the ordinances, policies and standards and local agencies may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

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Chapter 404 Final Maps

Section:

- 404.01 Filing Final Map
- 404.02 Form of Map and Content
- 404.03 Approvals

404.01 Filing Final Map

- (a) Within the time limit designated in Section 402.03, Expiration of Maps and Extensions of Time, and upon the accomplishment of all dedication by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore and the payment of all applicable fees and charges, the applicant may file with the City Engineer, who shall approve, a final map which shall substantially conform to the approved tentative map and all applicable provisions of the Map Act. The appropriate statements as provided by the applicant in accordance with the provisions of the Map Act, shall be signed by the City Engineer upon the final map; and the final map shall be transmitted to the Clerk of the County Board of Supervisors for ultimate transmittal to the county recorder.
 - (1) **Multiple Final Maps.** Multiple final maps shall be filed if the subdivider informs the Zoning Administrator in writing of his or her intention to file multiple final maps, at the time the tentative map is filed or, if the Zoning Administrator and the subdivider concur to the filing of multiple final maps after the filing of the tentative map.
 - (2) **Effect of Multiple Final.** The filing of a final map on a portion of an approved or conditionally approved tentative map shall not invalidate any part of the requirements to provide for the construction of improvements as required to constitute a logical and orderly development of the whole subdivision.
- (b) The subdivider shall file the original and three (3) copies of the final map and required accompanying data with the City Engineer. The said final map shall be accompanied by filing fees as specified in the comprehensive fee schedule. When a final map is submitted to the City Engineer in accordance with this Series, it shall be accompanied by the following documents:
 - (1) **Improvement Plans.** The original tracings of detailed plans, cross sections and profiles of all improvements proposed to be installed as required by the provisions of this Series, and of all other improvements proposed to be installed by the subdivider in, on, over, or under any street, right-of-way, easement or parcel of land dedicated by the map or previously dedicated, including the estimated cost thereof, shall be filed with the City Engineer or Public Works Director for his approval and signature. All such plans shall be prepared in accordance with the requirements of the City Engineer or Public Works Director. Plan sheets shall be twenty-four inches by thirty-six inches (24" X 36") and a plan and profile drawn to a scale of one inch equals fifty feet (1" = 50'), or an appropriate scale previously approved by the City Engineer.

- (2) **Traverse Sheets.** Calculation and traverse sheets in a form approved by the City Engineer giving bearings and distances, coordinates, error of closure and areas within the boundary of the subdivision and blocks and lots therein shown on the final map.
- (3) **Design Data.** Design data, assumptions and computations for proper analysis in accordance with sound engineering practice.
- (4) **Report and Guarantee of Title.** The final map shall be accompanied by a current (within six (6) months of the final map filing date) report prepared by a duly authorized title company naming the persons whose consent is necessary for the preparation and recordation of such map, and for dedication of the streets, alleys and other public places shown on the map and certifying that, as of the date of the preparation of the report, the persons wherein named are all the persons necessary to give clear title to such subdivision. At the time of recording said map, following approval by the City Council, there shall be filed with the County Recorder a guarantee executed by a duly authorized title company for the benefit and protection of the city showing that the persons consenting to the preparation and recordation of such map and offering for dedication the streets, alleys and other public places shown thereon are all the persons necessary to pass clear title to such subdivision and to the dedications shown thereon. The report should also include a statement of explanation of why any right-of-way or easement holders across the subdivision need not sign the map if they are not included as needed to pass a clear title.
- (5) **Preliminary Soils Report.** A preliminary soil report prepared by a civil engineer registered by the State of California, based upon adequate test borings or excavations. The fact that a soil report has been prepared shall be kept on file for public inspection by the city. The preliminary soil report may be waived by the City Engineer or Public Works Director if adequate existing data is available as to the soil qualities of the soils of the subdivision. If the preliminary soil report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, a soil investigation of each lot in the subdivision may be required, prepared by a civil engineer registered by the State of California. The soil investigation shall recommend corrective action intended to prevent structural damage to each dwelling proposed to be constructed on expansive or unstable soil. The report shall be filed with the Building Department. If the preliminary soils report indicates the presence of naturally-occurring asbestos, a construction dust management plan shall be prepared.
- (6) **Utility Statements.** Statements from the various public utility companies authorized to serve in the area of the subdivision or division of land certifying that satisfactory provisions have been made to accommodate their facilities.
- (7) **Improvement Agreements.** With final review; all agreements, improvement security required by state law or this Ordinance, and offer(s) of dedication.

404.02 Form of Map and Content

- (a) The final map shall be prepared by or under the direction of a registered civil engineer authorized to practice land surveying or licensed land surveyor, shall be based upon a survey, and shall conform to all of the following provisions:
 - (1) It shall be legibly drawn, printed, or reproduced by a process guaranteeing a permanent record in black on tracing cloth or polyester base film. Statements, certificates, affidavits, and acknowledgments may be legibly stamped or printed upon the map with opaque ink. If ink is used on polyester base film, the ink surface shall be coated with a suitable substance to assure permanent legibility.
 - (2) The size of each sheet shall be eighteen inches by twenty-six inches (18" X 26") inches or four hundred sixty by six hundred sixty (460 X 660) millimeters. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch or twenty-five (25) millimeters. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets and its relation to each adjoining sheet shall be clearly shown.
 - (3) All survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines appearing on the map shall be shown, including bearings and distances of straight lines, and radii and arc length or chord bearings and length for all curves and any information which may be necessary to determine the location of the centers of curves and ties to existing monuments used to establish and subdivision boundaries.
 - (4) Each lot shall be numbered. Each street shall be named or otherwise designated. The subdivision name/number shall be shown together with the description of the real property being subdivided.
 - (5) Exterior boundary of the land included within the subdivision shall be indicated by distinctive symbols and clearly so designated. The map shall show the definite location of the subdivision, and particularly its relation to surrounding surveys. If the map includes a "designated remainder" parcel, and the gross area of the "designated remainder" parcel or similar parcel is five (5) acres or more, that remainder parcel need not be indicated as a matter of survey, but only by deed reference to the existing boundaries of the remainder parcel. A parcel designated as "not a part" shall be deemed to be a "designated remainder" for purposes of this section.
 - (6) On and after January 1, 1987, no additional requirements shall be included that do not affect record title interests. However, the map shall contain a notation or reference to additional information required by a local ordinance adopted pursuant to Section 66434.2.
 - (7) Any public streets or public easements to be left in effect after the subdivision shall be adequately delineated on the map. The filing of the final map shall constitute abandonment of all public streets and public easements not shown on the map, provided that a written notation of each abandonment is listed by

reference to the recording data or other official record creating these public streets or public easements and certified to on the map by the clerk of the legislative body or the designee of the legislative body approving the map. Before a public easement vested in another public entity may be abandoned pursuant to this section, that public entity shall receive notice of the proposed abandonment. No public easement vested in another public entity shall be abandoned pursuant to this section if that public entity objects to the proposed abandonment.

- (b) **Survey Requirement.** At the time of making a survey for final map, the engineer or surveyor shall set sufficient durable monuments to conform with City Standards so that another engineer or surveyor may readily retrace the survey. At least one (1) exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded.
- (1) The monuments shall be approved by the City Engineer and shall be per City Standards. Any monument or bench mark, as required by this section, which is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider. The monuments shall be set at each corner and angle point in the exterior and interior boundaries (lot corners) of the subdivision, except wherein such monuments already exist in their proper positions. Monuments shall be set on street and alley center lines or offsets thereto at all street intersections, beginnings and end of curves, angle points or as otherwise directed by the City Engineer.
 - (2) Interior monuments need not be set at the time of the map is recorded, if the engineer or surveyor certifies on the map that monuments will be set on or before a specified date, and if the subdivider furnishes to the city security guaranteeing payment of the cost of setting such monuments in accordance with Section 66496 of the Map Act.
 - (3) Within five (5) days after the final setting of monuments has been completed, the engineer or surveyor shall give written notice to the subdivider and to the City Engineer that the final monuments have been set in accordance with Section 66497 of the Map Act.
- (c) **Statements and Acknowledgment.** The title sheet of the map, below the title, shall show the name of the engineer or surveyor together with the date of the survey, the scale of the map and the number of sheets. The following statements, certificates, acknowledgments and description shall appear on the title sheet of final maps, and such statements may be combined where appropriate:
- (1) **Statement by parties holding title.** A statement in accordance with the provisions of Section 66436 and 66445 of the Map Act.
 - (2) **Dedication Statement.** A statement in accordance with Section 66439 of the Map Act.
 - (3) **Engineer's or Surveyor's Statement.** A statement in accordance with Section 66441 of the Map Act.
 - (4) **Soil Engineer's Statement.** A statement referring to preliminary soils reports on file with the city in accordance with Section 66434.5 of the Map Act.

- (5) **Statement to be executed.** A statement for execution by each of the following, as applicable:
- a. City Engineer;
 - b. Surveyor;
 - c. Soil Engineer;
 - d. Zoning Administrator;
 - e. City Council;
 - f. City Clerk;
 - g. County Board of Supervisors;
 - h. County Recorder;
 - i. Owner.
- (6) **Notation or Reverence.** Notation or reference to survey and map information required pursuant to Section 66434.2 of the Map Act.

(d) **Information on Final Maps**

- (1) Each parcel shall be consecutively numbered. Each parcel shall have its area shown to the nearest one-hundredth (1/100) of an acre or nearest square foot. The exterior boundary of the land included within the parcel or parcels being created shall be indicated by a distinctive border applied to the reverse side of the tracings. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such parcel or parcels, and particularly the relationship to existing surveys.
- (2) The final map shall also contain the following information:
- a. The tentative map number or vesting tentative map number, resolution number and date of preparation, printed on the upper right hand corner of the face sheet.
 - b. The net dimensions of each lot. No ditto marks shall be used.
 - c. The names, locations and right-of-way widths of all abutting public streets.
 - d. The proposed location, purpose and width of all proposed public roads and private access easements.
 - e. The boundaries of any private easement, whether an easement or record or a prescriptive easement, shall be shown by means of a dotted line; and the name of the person owning the easement shall be shown on the map.
 - f. Location and widths of easements for public utilities, if required.
 - g. The location and widths of watercourses and areas subject to inundation, and location of selected flood lines within the parcels being created.
 - h. Building setback lines, if applicable.
 - i. A north point and graphic scale.

- j. Location or vicinity map at a minimum scale of one (1) inch equals one (1) mile.
- k. Names and addresses of the owners of the property being divided.

404.03 Approvals

- (a) **Approval by City Engineer.** Upon receipt of the final map and other data submitted therewith, the City Engineer shall examine such to determine that the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof, that all provisions of this Series or any other ordinance and the Map Act applicable at the time the application for the tentative map is deemed complete, and that he is satisfied that the map is technically correct. If the City Engineer shall determine the final map is not in full conformity with the tentative map, he shall advise the subdivider of the changes or additions that must be made for such purposes, and shall afford the subdivider an opportunity to make such changes or additions. If the City Engineer determines that full conformity therewith has been made, he shall transmit said map to the City Council for approval in the case of a final map.
- (b) **City Council Approval – Final Map**
 - (1) The City Council shall, at the meeting at which it receives the final map for approval, or at its next regular meeting after the meeting at which it received the map, approve the map if it conforms to all the requirements of this Series and the Map Act applicable at the time of approval or conditional approval of the tentative map and any rulings made thereunder.
 - (2) The Council may reject any or all offers of dedication. In the event that all improvements required or conditions imposed upon approval under the terms of this Series or by law are not completed before the filing of the final map, the Council may enter into an agreement with the subdivider for posting improvement security as provided in this Series. The City Engineer, upon the approval of the final map by the City Council, shall transmit the map to the Clerk of the Board of Supervisors, who shall record same.

Chapter 405 Parcel Maps

Section:

- 405.01 Filing
- 405.02 Form and content
- 405.03 Final Parcel Map
- 405.04 Waiver of Requirements for Parcel Maps

405.01 Filing

- (a) Ten (10) copies of the tentative parcel map and one (1) photo-ready master (11"X17" maximum) shall be filed with the Zoning Administrator.
- (b) The tentative parcel map shall be accompanied by an application fee as established by City Council resolution.
- (c) The Zoning Administrator may refuse to accept a tentative parcel map which is inaccurate, illegible, incomplete, or which fails to comply with the requirements of this article.

405.02 Form and Content

- (a) The subdivider shall cause the tentative parcel map of the land proposed to be subdivided to be prepared by a registered civil engineer authorized to practice surveying or licensed land surveyor. The size of each sheet shall be eighteen by twenty-six inches (18" X 26"). The tentative parcel map shall be legibly drawn, in pencil or ink, and shall use a decimal or an engineer's scale of not less than one inch equals one hundred feet (1" = 100'), unless the Zoning Administrator determines that a different scale will be adequate and appropriate for the tentative map.
- (b) The tentative map shall clearly show the following information:
 - (1) A key map showing the location of the subject property, adjacent property, subdivisions, streets or roads and other development which would affect the tentative map.
 - (2) Names, addresses, and phone numbers of record owner(s), subdivider, and engineer or surveyor.
 - (3) Partial legal description (1/4 section, township/range).
 - (4) The tentative map shall include enough sheets to show details at the scale of the map. The number of the sheet and the total number of sheets comprising the tentative map shall be stated on each of the sheets and its relation to each adjoining sheet shall be clearly shown.
 - (5) Location, names, present right-of-way and physical dimension, and approximate grades of adjacent roads, streets, highways or ways, names and dimensions of abutting subdivisions and properties.

- (6) The locations, names, widths, and proposed grade of all streets in the proposed subdivision.
 - (7) Radius of each curve (in accordance with Section 407.03 Design and Construction Standards).
 - (8) Typical cross sections of any non-standard streets.
 - (9) The outline of any existing buildings and their locations in relation to existing or proposed street and lot lines. The location of existing wells and sewage disposal facilities and the proposed disposition of same.
 - (10) Contour lines shall have the following intervals (Development within the Hillside Zone shall comply with Chapter 501, Hillside Zone Overlay District):
 - a. One (1) foot contour interval for ground slopes between level and five (5) percent.
 - b. Five (5) foot contour intervals for ground slopes exceeding five (5) percent.
 - (11) The approximate widths, location and purpose of all existing or proposed easements.
 - (12) Approximate lot layout and approximate dimensions of each lot, and each to be numbered.
 - (13) The area of the subdivision in gross area and net area (excluding streets and other proposed public uses).
 - (14) Approximate location of all areas subject to inundation or storm water overflow and the location, width, grade and direction of flow of all watercourses and the location of all floodplain lines.
 - (15) City limit lines.
 - (16) Vicinity map showing the proposed subdivision and surrounding streets within one-fourth (1/4) mile radius of the proposed subdivision.
 - (17) Location of trees to remain in place and landscaping proposed to remain in public right-of-way.
 - (18) Show all proposed dedications and irrevocable offers of dedication on the parcel map or to be made by separate instrument.
 - (19) The location and sizes of existing and proposed utility lines and structures.
 - (20) The elevation of sewers at the proposed connection
- (c) **Owner's Statement and Accompanying Data.** Additional information relating to the subdivision which may not practicably be shown on the tentative map shall be contained in similar supplemental maps or written owner's statement which shall accompany the tentative map and include the following information.
- (1) Existing use or uses of the property, present zoning, and General Plan designation.
 - (2) Proposed uses of the property indicating respective proportion of the total area of the subdivision represented by each.

- (3) General outline of proposed water system.
- (4) Provisions for sanitary sewage disposal and general outline of proposed system.
- (5) Plan for surface drainage and flood control and general outline of proposed system.
- (6) Proposed street improvements for sidewalk, curb and gutter, and paving of public ways, as required, indicating approximate location and dimensions of the proposed system.
- (7) Environmental Information Form.
- (8) Additional data and information, including fees, as may be required for the preparation and processing of environmental documents pursuant to the California Environmental Quality Act.
- (9) Any other data or reports deemed necessary by the Zoning Administrator and/or the City Engineer.

(d) Transmittal of maps to public agencies and utilities.

- (1) When the tentative map is received and filed under the provisions of this title, the Zoning Administrator shall, within ten (10) days thereafter, transmit the tentative map to each of the following:
 - a. Public Works Director/City Engineer
 - b. Chief Building Official
 - c. Police Department
 - d. Fire Department
 - e. Field Services Manager
 - f. Office of Intergovernmental Management as required by the Government Code
 - g. Southern California Edison or other affected electric company
 - h. The Gas Company or other affected gas company
 - i. Telephone Company or other affected phone company
 - j. Cable TV companies affected
 - k. School Districts as required by Section 66455.7 of the Map Act
 - l. Affected owner of irrigation ditches or canals, and any other public agency or public utility affected by the subdivision.
- (2) Such public utility companies and public utilities shall review the parcel map and transmit any report or recommendations thereon to the Zoning Administrator who shall incorporate them into the report and recommendations to the advisory agency.
- (3) The departments of the city to which the map is transmitted shall file with the Zoning Administrator within ten (10) days of receipt thereof its approval thereof or a report showing what changes are necessary to make such map conform to the

requirements of this title and the Map Act coming within the jurisdiction of such department.

- (e) **Consideration of tentative parcel maps.** Not later than thirty (30) calendar days after the Zoning Administrator has received an application for a tentative map approval, the Zoning Administrator shall determine in writing whether such application is complete, and shall immediately transmit such determination to the applicant for the tentative map. In the event that the application is determined not to be complete, the Zoning Administrator's determination shall specify those parts of the application which are complete and shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete. The Zoning Administrator may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.
- (1) The Parcel Map Committee shall review and approve, conditionally approve or disapprove the tentative parcel map within thirty (30) days after the date of acceptance of a complete application by the Zoning Administrator. Notice of the time and place of any public hearing shall be given in conformance with the provisions of Section 601.05, Public Notification.
 - (2) If the Parcel Map Committee determines that the tentative parcel map complies with all of the provisions of this article, General Plan, zoning ordinance, and the Map Act, it shall approve the map.
 - (3) If the tentative parcel map fails to meet one or more requirements set forth in this article, the Parcel Map Committee may approve the map subject to such conditions as may be necessary to conform to such requirements.
 - (4) When approving or conditionally approving the tentative parcel map, the Parcel Map Committee shall specify the dedications and improvements to be made by the owner.
 - (5) Within seven (7) days after the action by the Parcel Map Committee, written notice of the action by the Parcel Map Committee shall be mailed to the applicant.
 - (6) Upon approval of the tentative parcel map by the Parcel Map Committee, the tentative parcel map shall be so marked and all conditions of approval and required dedications and improvements clearly specified on or with the map. Copies of the approved tentative parcel map shall be filed with the Zoning Administrator and the City Engineer.
- (f) **Appeals.** Tentative parcel map decisions by the Parcel Map Committee are subject to the provisions of Section 400.03 Appeals.
- (g) **Time limits and extensions of time on tentative parcel maps.** Findings, time limits and extensions of time for tentative parcel maps shall be the same as provided for by 402.03, Expiration of Maps and Extensions of Time of this Series.
- (h) **Improvements.** Pursuant to the provisions of the Map Act, the subdivider shall install, construct and/or provide all on- or off-site improvements as required by the Parcel Map

Committee; and such improvements shall be in conformance with all applicable provisions of 407.02, Improvements of this Series.

- (i) **Right-of-way dedications.** Pursuant to the Map Act, the subdivider shall provide such dedication of right-of-way or easements as may be required by the Parcel Map Committee.
- (j) **Final parcel maps.** Within the time limit designated in 402.03, Expiration of Maps and Extensions of Time of this Series, and upon the accomplishment of all dedication by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore and the payment of all applicable fees and charges, the applicant may file with the City Engineer, who shall approve, a final parcel map which shall substantially conform to the approved tentative parcel map and all applicable provisions of the Map Act. The appropriate statements as provided by the applicant in accordance with the provisions of the Map Act, shall be signed by the City Engineer upon the parcel map; and the final parcel map shall be transmitted to the Clerk of the County Board of Supervisors for ultimate transmittal to the county recorder.
- (k) **Survey requirement.** In all cases where a parcel map is required, the parcel map shall be based on a field survey of the land conducted in accordance with the Land Surveyor's Act of the State of California. All new lot corners shall be monumented and based on a field survey. At the discretion of the City Engineer, a parcel map may be compiled from recorded or filed data when sufficient recorded or filed data when sufficient recorded or filed survey monumentation presently exists to enable to retracement of the exterior boundary lines of the parcel map and the establishment of the interior parcel or lot lines of the parcel map.

405.03 **Final Parcel Map**

- (a) **Information on final parcel map.** Each parcel shall be consecutively numbered. Each parcel shall have its area shown to the nearest one-hundredth (1/100) of an acre or nearest square foot. The exterior boundary of the land included within the parcel or parcels being created shall be indicated by a distinctive border applied to the reverse side of the tracings. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such parcel or parcels, and particularly the relationship to existing surveys.
- (b) The final parcel map shall also contain the following information:
 - (1) The tentative parcel map number or vesting parcel map number, resolution number, and date of preparation, printed on the upper right hand corner of the face sheet.
 - (2) The net dimensions of each lot. No ditto marks shall be used.
 - (3) The names, locations and right-of way widths of all abutting public streets.
 - (4) The proposed location, purpose, and width of all proposed public roads and private access easements.

- (5) The boundaries of any private easement, whether an easement or record or a prescriptive easement, shall be shown by means of a dotted line; and the name of the person owning the easement shall be shown on the map.
- (6) Location and widths of easements for public utilities, if required.
- (7) The location and widths of watercourses and areas subject to inundation, and location of selected flood lines within the parcels being created.
- (8) Building setback lines, if applicable.
- (9) A north point and graphic scale.
- (10) Location of vicinity map at a minimum scale of one (1) inch equals one (1) mile.
Names and addresses of the owners of the property being divided.

(c) **Required statements**

- (1) All required dedications of rights-of-way or easements shall be certified on the final parcel map by appropriate statements in accordance with Section 66447 of the Map Act.
- (2) All parties having any record title interest in the real property subdivided shall sign a statement on the final parcel map in accordance with Subsections 66436 and 66445 of the Map Act.
- (3) A statement of the registered civil engineer or licensed land surveyor who prepared the survey and the parcel map in compliance with Section 66449 of the Map Act.
- (4) A statement of execution by the City Engineer which complies with Section 66450 of the Map Act.
- (5) A statement of execution by the Zoning Administrator on behalf of the Parcel Map Committee certifying that the final parcel map conforms to the approved tentative parcel map.
- (6) Additional information to be filed or recorded with the final parcel map as required in accordance with Section 66434.2 of the Map Act.

405.04 Waiver of Requirements for Parcel Maps

- (a) The requirement for a parcel map may be waived if a finding is made by the Parcel Map Committee that the proposed division of land complies with all requirements of this Ordinance as to area, improvement and design, drainage control, street dedications and improvements, sewer and water supply availability and environmental protection. No parcel map will be required for tentative maps approved under this section.
- (b) Approval of an application for a waiver of the requirement of a parcel map shall automatically constitute approval for the issuance of a certificate of compliance pursuant to the provisions of Section 66499.35 of the Map Act. When approval has been given to an application for a waiver of the requirement of a parcel map, the Zoning Administrator and City Engineer shall issue a resolution approving the waived parcel map, and shall cause said resolution to be filed with the county recorder.

Chapter 406 Reversions, Mergers, and Lot Line Adjustments

Sections:

- 406.01 Reversion to Acreage
- 406.02 Mergers
- 406.03 Lot Line Adjustments

406.01 Reversion to Acreage

- (a) **Purpose.** The purpose of this section is to establish procedures and standards, consistent with the requirements of the Subdivision Map Act, for the reversion of previously subdivided property to acreage.
- (b) **Initiation of Proceedings.** Proceedings for reversion to acreage may be initiated by the Parcel Map Committee on its own motion or by petition of all of the owners of record of the real property within the subdivision.
- (c) **Contents of Petition.** The petition shall be in a form prescribed by the Zoning Administrator and shall contain the following:
 - (1) Adequate evidence of title to the real property within the subdivision.
 - (2) Sufficient data to enable the legislative body to make all of the determinations and findings required by this Series, including a three hundred (300) foot radius map and property owners list.
 - (3) A final map which delineates dedications which will not be vacated and dedications which are a condition to reversion if applicable and which sufficiently describes all property to be reverted to acreage.
 - (4) Such other pertinent information as may be required by the Zoning Administrator and City Engineer.
- (d) **Public Hearing.** A public hearing shall be held on the proposed reversion to acreage. Notice of the time and place of any public hearing shall be given in conformance with the provisions of Section 601.05, Public Notification.
- (e) **Required Findings.** Subdivided real property may be reverted to acreage and a final map approved for recordation only if the Parcel Map Committee finds that:
 - (1) Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes if applicable. Such determination regarding dedicated public streets shall be made by the City Council in accordance with Division 9, Part 3 of the Streets and Highways Code of the State of California.
 - (2) Either:
 - a. All owners of an interest in the real property within the subdivision have consented to reversion; or

- b. None of the improvements required to be made have been made within two (2) years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is the later; or
 - c. No lots shown on the final map or parcel map have been sold within five (5) years from the date such map was filed for record.
- (f) **Conditions of Approval.** As conditions of reversion, the following shall be required:
 - (1) Dedications or offers of dedication necessary for the purposes specified by city ordinance following reversion.
 - (2) Retention of all previously paid fees if necessary to accomplish the purposes of this Ordinance adopted pursuant thereto.
 - (3) Retention of any portion of required improvement security or deposits if necessary to accomplish the purposes of this Ordinance adopted pursuant thereto.
- (g) **Effective Date.** Reversion shall be effective upon the final map being filed for record by the county recorder, and thereupon all dedications and offers of dedication not shown thereon shall be of no further force or effect.
- (h) **Deposits and Securities.** When a reversion is effective, all fees and deposits shall be returned and all improvement security released, except those retained pursuant to applicable city ordinance, including the stipulations of this Series.

406.02 Mergers

- (a) **Required Mergers.** Two (2) or more contiguous parcels or units of land which have been subdivided under the provisions of the Map Act or any prior law regulating the division of land or a local ordinance enacted pursuant thereto, or which were not subject to such provisions at the time of their creation, shall not merge simply by virtue of the fact such contiguous parcels or units are held by the same owner. No further proceeding under the provisions of the Map Act or this Series enacted pursuant thereto shall be required for the purpose of sale, lease or financing of such contiguous parcels or units, except, however, the city may provide for the merger of a parcel or unit with a contiguous parcel or unit held by the same owner if all of the following requirements are satisfied:
 - (1) At least one (1) of the affected parcels is not developed with a structure, other than an accessory structure, for which a building permit was issued by the local agency, or which was built prior to the time such permits were required by the local agency.
 - (2) With respect to any affected parcel, one (1) or more of the following conditions exists:
 - a. Comprises less than five thousand (5,000) square feet in area at the time of the determination of merger.
 - b. Was not created in compliance with applicable laws and ordinances in effect at the time of its creation.

- c. Does not meet current standards for sewage disposal and domestic water supply.
- d. Does not meet slope stability standards.
- e. Has no legal access which is adequate for vehicular and safety equipment access and maneuverability.
- f. Its development would create health or safety hazards.
- g. Is inconsistent with the applicable General Plan and any applicable specific plan, other than minimum lot size or density standards.

(b) **City Initiation Merger.** Notification of Intention to Merge. Prior to recording a notice of merger, the Zoning Administrator shall cause to be mailed by certified mail to the current record owner of the property a notice of intention to determine status, notifying the owner that the affected parcels may be merged pursuant to standards specified in the merger ordinance, and advising the owner of the opportunity to request a hearing on determination of status and to present evidence at the hearing that the property does not meet the criteria for merger. The notice of intention to determine status shall be filed for record with the Tulare County Recorder on the date that notice is mailed to the property owner.

- (1) ***Request for Hearing.*** At any time within thirty (30) days after recording of the notice of intention to determine status, the owner of the affected property may file with the Zoning Administrator a request for a hearing on determination of status.
- (2) ***Procedure for Hearing.*** Upon receiving a request for a hearing on determination of status, the Zoning Administrator shall fix a time, date and place for a hearing to be conducted by the City Council, and shall so notify the property owner by certified mail. The hearing shall be conducted not less than thirty (30) days following the receipt of the property owner's request therefor, but may be postponed or continued with the mutual consent of the Zoning Administrator and the property owner.
- (3) ***Procedure for Determination Following Hearing.*** At the hearing, the property owner shall be given the opportunity to present any evidence that the affected property does not meet the standards for merger specified in the merger ordinance. At the conclusion of the hearing, the City Council shall make a determination that the affected parcels are to be merged or are not to be merged and shall so notify the owner of its determination. A determination of nonmerger may be made whether or not the affected property meets the standards for merger specified in paragraphs (1) and (2) above. A determination of merger shall be recorded within thirty (30) days after conclusion of the hearing.
- (4) ***Determination When No Hearing is Requested.*** If, within the thirty (30) day period specified in paragraph (1) above, the owner does not file a request for a hearing, the Zoning Administrator may, at any time thereafter, make a determination that the affected parcels are to be merged or are not to be merged. A determination of merger shall be recorded with the Tulare County Recorder which specifies the names of the property owners and particularly describes the real property in question no later than ninety (90) days following the mailing of the notice required by paragraph (2) above.

- (5) **Notice of Intention for Nonmerger.** If, in accordance with paragraph (3) or (4) above, the Zoning Administrator or City Council determines that the subject property shall not be merged, it shall cause to be recorded a release of the notice of intention to determine status, and shall mail a clearance letter to the current owner of record.
- (c) **Property Owner Initiated Merger of Contiguous Parcels.** Pursuant to Government Code Section 66499.20 $\frac{3}{4}$, a property owner owning contiguous parcels is authorized to merge those contiguous legal parcels without requiring the property to be reverted to acreage. Such merger shall be accomplished in accordance with the following procedures:
- (1) The property owner shall file an application for merger with the Zoning Administrator, submit evidence of title to all parcels to be affected, submit a proposed certificate of compliance, and pay the processing fee established by resolution of the City Council. Mergers shall be in the form and contain the information required of a tentative map together with a legal description of the merged parcel.
- a. The Zoning Administrator and City Engineer shall consider and approve the application if it is found that the parcel created by the merger will conform to the requirements of this code and applicable state law.
- b. The merger shall be evidenced by recording a certificate of compliance which lists the parcel numbers affected and is signed by the Zoning Administrator and City Engineer. The certificate of compliance shall be recorded concurrently with any deed of easement regarding the relocation or elimination of applicable easements. The certificate of compliance shall be recorded against each parcel that is merged.
- (d) **Certificate of Compliance**
- (1) Any person owning real property may request, and the Zoning Administrator shall determine, whether such real property complies with the provisions of the Map Act and of this Series. Upon making such a determination, the Zoning Administrator shall cause a certificate of compliance to be filed for record with the county recorder. The certificate of compliance shall identify the real property and shall state that the division thereof complies with applicable provisions of the Map Act and of this Series. The Zoning Administrator may impose a reasonable fee to cover the cost of issuing and recording the certificate of compliance.
- (2) If the Zoning Administrator determines that such real property does not comply with the provisions of the Map Act or of this Series, he may, as a condition to granting a certificate of compliance, impose such conditions as would have been applicable to the division of the property at the time the current owner of record acquired the property and which had been established at such time by the Map Act or this Series. Upon making such a determination and establishing such conditions, the Zoning Administrator shall cause a conditional certificate of compliance to be filed for record with the county recorder. Such certificate shall serve as notice to the property owner who has applied for the certificate pursuant to this section, a grantee of the property owner, or any subsequent transferee or

assignee of the property that the fulfillment and implementation of such conditions shall be required prior to subsequent issuance of a permit or other grant of approval for development of the property. Compliance with such conditions shall not be required until such time as a permit or other grant of approval for development of such property is issued by the city.

406.03 Lot Line Adjustments

- (a) **Lot Line Adjustment.** Pursuant to Government Code Section 66412(d), a lot line adjustment between four (4) or fewer existing adjoining parcels, where the land taken from one (1) parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, may be approved by the City Engineer and Zoning Administrator or authorized representatives without the approval and filing of a parcel map. Such lot line adjustments shall be accomplished in accordance with the following procedures:
- (1) Applications for lot line adjustments shall be filed with the Zoning Administrator and shall be in the form and contain the information required of a tentative map together with legal descriptions of each parcel.
 - (2) The property owner(s) or agent shall file an application for a lot line adjustment with the city, submit evidence of title to all parcels to be affected, submit a proposed lot line adjustment map and legal description, and pay the processing fee established by resolution of the City Council.
 - (3) The Zoning Administrator and City Engineer shall consider and approve the application if it is found that the parcels created by the lot line adjustment will conform to the requirements of this Ordinance and applicable state law. Criteria to be considered includes, but is not limited to, standards relating to lot width and depth and minimum lot area.
 - (4) The lot line adjustment shall be evidenced by recording a deed describing each affected parcel and a city resolution signed by the Zoning Administrator and City Engineer. The deed and resolution shall be recorded concurrently with any easement deed regarding the relocation or elimination of applicable easements.
- (b) The City Engineer shall not impose any conditions on the approval of a lot line adjustment except to comply with the requirements of subsection (a) above. Any improvements that are required to be installed or constructed shall be constructed pursuant to the requirements of this chapter.

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Chapter 407 Dedications, Reservations and Improvements

Sections:

407.01	Dedications
407.02	Improvements
407.03	Design and Construction Standards

407.01 Dedications

- (a) **Purpose.** The purpose of this chapter is to establish the dedications and reservations that the city may impose on a subdivider as a condition for approval of a tentative map.
- (b) **Required Dedications.** When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land within the subdivision that is needed for streets, alleys, including access rights and abutter's rights, drainage easements, elementary school sites, parks, and other easements and parcels of land intended for public use according to the standards listed below. In addition, the subdivider shall improve or agree to improve all streets and alleys, including access rights and abutters' rights, drainage, public utility easements and other public easements.
 - (1) **Streets.** The subdivider shall dedicate land for streets according to adopted City Standards. Partial streets shall be discouraged in developments except in those situations where warranted and when approved by the City Engineer in accordance with the following:
 - a. Where a full pavement street is constructed along the perimeter of a subdivision, the subdivider be compensated for this construction by reimbursement agreement between the subdivider, the city and the adjoining property owner when development occurs on his property.
 - b. Where a partial street configuration is allowed, the outside edge shall be a thickened design approved by the City Engineer, and that when the other portion of the street is constructed by development, the subdivider shall be required to overlay the existing partial street with pavement (making for a smooth transition at the center and a smoother traveled way). No parking signs shall be posted by the subdivider if there are no lots fronting on the partial street.
 - c. When there are lots fronting on the partial street the dedication and improvement shall be wide enough to permit two (2) lanes of traffic and on-street parking on one (1) side.
 - (2) **Waiver of Direct Access Right.** The City Engineer or Public Works Director may require that offers of dedication of streets include a waiver of direct access rights from any property shown on the final map as abutting thereon.
 - (3) **Public Easements.** The subdivider shall dedicate easements of at least ten (10) feet in width for public utility, sanitary sewer and drainage purposes on each side of rear lot lines, along side lot lines, and in planting strips wherever necessary.

Easements of different width may be required, based on the Public Works Director's determination.

- (4) **Drainage Facilities.** In accordance with Government Code Section 66483, the city, as appropriate and as permitted by law, shall require payment of fees for purposes of defraying the costs of constructing planned drainage facilities if any part of the land division is located within a planned drainage area. If the subdivider installs planned drainage facilities, fees shall be reduced accordingly. Fees required pursuant to this section and associated with residential development shall be paid consistent with the provisions of Section 66007 of the California Government Code.
- (5) **Bicycle Paths.** When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land that is needed to provide bicycle paths for the use, safety, and benefit of the residents of the subdivision.
- (6) **Bridges and Major Thoroughfares.** If a land division or any portion thereof lies within an area of benefit established in accordance with this Ordinance or any other city ordinance adopted in accordance with Section 66484 of the Subdivision Map Act, the subdivider shall pay to the city the apportioned fees applicable to that portion of the land division lying within such area of benefit, in accordance with the requirements of subparagraph d below.
 - a. **Considerations In Lieu of Fees.** The City Council may allow any subdivider to furnish a consideration in lieu of payment of the fees mentioned in the preceding paragraph, if the Council finds that such consideration has a value not less than the fees that would otherwise be payable. The form of consideration in lieu of fees may include, but shall not be limited to, any of the following or a combination thereof:
 1. Construction of all or part of a bridge project or major thoroughfare project, as the case may be, for which the area of benefit was established.
 2. Dedication or conveyance of all or part of the site or right-of-way required for major construction of a bridge project or major thoroughfare project, as the case may be, for which the area of benefit was established.
 - b. **Value In Excess of Fees.** If the City Council finds that the consideration in lieu of fees has a value in excess of the amount of fees that would be otherwise payable, the Council may enter into an agreement with the party furnishing such consideration for reimbursement of the amount of such excess from moneys, then in or which may later accrue to, the fund into which such party would have been required to pay fees but for such consideration in lieu of fees, and to reimburse such party from such fund in accordance with such agreement.
 - c. **Requirement to Construct Facilities.** The city shall require a subdivider to construct any necessary bridge facilities, major thoroughfares, parts thereof, or contribute to bridge facility or major thoroughfare costs if the City Council finds that:

1. The subdivider's cost or contribution would not exceed the cost of a local facility in lieu of such bridges or major thoroughfares; or
 2. A proceeding has been commenced for establishing an area of benefit for such bridge project or major thoroughfare project and has been abandoned by reason of majority protest, and that there is a reasonable probability that use of a local facility in lieu of such bridge would by reason of traffic, including but not limited to traffic which may be generated by such land division, constitute a hazard to public safety.
- d. *Establishing Area of Benefit.* An area of benefit as referred to in this section shall be established in the following manner:
1. The City Council shall hold a public hearing for each area of benefit to be established. Notice of such hearing shall be given in accordance with Government Code Section 65091. Such notice shall contain preliminary information related to the boundaries of the proposed area of benefit, the estimated cost of the bridge project or major thoroughfare project, as the case may be, the proposed allocation to the area of benefit, and the proposed method of fee appointment. Such notice shall also state the date, time and place of the public hearing, and that written protests may be filed as provided in this section.
 2. Owners of property within the proposed area of benefit may file written protests with the City Clerk at any time prior to the date and time fixed for such public hearing. Any protest may be withdrawn by the owner of the land making the protest by a request in writing filed with the City Clerk at any time prior to conclusions of such public hearing.
 3. If a written protest by the owners of more than one-half (.5) of the area of the property to be benefited by the improvement, against establishment of such area of benefit or against the proposed improvements or acquisitions, is not withdrawn prior to the conclusion of the hearing, then the proceedings shall be abandoned. In such event, the City Council shall not, for at least one (1) year from the date of such hearing, commence or carry on any proceedings for establishment of an area of benefit for the same improvements or acquisitions.
 4. If a written protest by the owners of more than one-half (.5) of the area of the property to be benefited by the improvement, is not withdrawn prior to the conclusion of the hearing, against only a portion of the proposed improvement or acquisition, then the proceedings shall be abandoned with respect to the proposed improvement or acquisition that has been protested against. In such event, the City Council shall not, for at least one (1) year from the date of such hearing, commence or carry on any proceedings for the establishment of an area of benefit for the

improvement or acquisition so protested against. Nothing in this subsection shall be deemed to prohibit the Council, within such one (1) year period, from commencing or carrying on new proceedings for the establishment of an area of benefit for the part of the improvement or acquisition protested, if it finds by the affirmative vote of at least four-fifths (4/5) of its members, that the owners of more than one-half (.5) of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.

5. At such public hearing, the City Council shall determine whether to establish such area of benefit, and if so, shall adopt a resolution prescribing the boundaries of the area of benefit, stating the cost, whether actual or estimated, a fair method of allocation of costs to the area of benefit, and a fair apportionment of fees. A certified copy of such resolution shall be filed for record with the county recorder.
6. In case of a requirement for any bridge, the City Council shall find that, prior to said public hearing, the city has adopted at least thirty (30) days prior to the filing of any tentative map, a circulation element as part of the General Plan, which identifies railways, freeways, streams or canyons for which bridge crossings are required, and that the bridge or each bridge for which such area of benefit is established is one necessary to satisfy such bridge crossing requirement in such element or provisions of the general plan.
7. In case of a requirement for any major thoroughfare, the City Council shall find that, prior to said public hearing, the city has adopted at least thirty (30) days prior to the filing of any tentative map, a circulation element as part of the General Plan that identifies those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system, and that the major thoroughfare or section thereof for which such area of benefit is established is one so identified in such circulation element.
8. The resolution adopted by the City Council shall require that the apportioned fees shall be applicable to all property within the area of benefit and shall be payable as a condition of approval of any final map or any parcel map or a condition to issuing a building permit thereon, consistent with the provisions of Section 53077.5 of the Government Code.
9. The area of benefit may include land or improvements in addition to the land or improvements that are the subject of any map or building permit application considered at such hearing.
10. Where the area of benefit includes lands not subject to the payment of fees pursuant to this section, the City Council shall

make provisions for payment of the share of improvement costs apportioned to such lands from other sources.

11. In the case of major thoroughfares, the method of fee apportionment shall not provide for higher fees on land that abuts the proposed improvement, except where the abutting property is provided direct usable access to the major thoroughfare.
 12. In case of major thoroughfares, the payment of fees shall not be required unless the major thoroughfare is in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of establishment of the zone of benefit.
 13. In the case of a planned bridge facility, the payment of fees shall not be required unless the planned bridge facility is an original bridge serving the area of benefit or is an addition to an existing bridge facility serving such area at the time of establishment of the zone of benefit. No fees contributed shall be expended to reimburse the cost of construction of any bridge existing at the time of establishment of the zone of benefit.
- e. *Planned Bridge Facility Fund.* A planned bridge facility fund shall be established for a bridge project within an area of benefit, or if the area of benefit is one in which more than one (1) bridge is required to be constructed, a fund shall be established covering all such bridge projects. Fees paid pursuant to this section on account of a bridge or bridges within an area of benefit shall be deposited into the fund for such area.
- f. *Planned Major Thoroughfare Fund.* A planned major thoroughfare fund shall be established for each planned major thoroughfare project and each particular area of benefit which it benefits. Fees paid pursuant to this section on account of a major thoroughfare project within an area of benefit shall be deposited into the fund for such area.
- g. *Expenditure of Bridge and Major Thoroughfare Facility Funds.* Moneys in such funds shall be expended solely for the construction of the improvement project serving the area to be benefited as follows:
1. To reimburse the city for costs advanced or incurred by it for construction of such improvement project or any portion thereof; and
 2. To reimburse any subdivider for the agreed portion of his or her costs of construction of such improvement project, or portion thereof, in accordance with a reimbursement agreement entered into with the city, as mentioned in subparagraph b above.
 3. In the event that monies in such funds are insufficient to accomplish all of the purposes that this section lists, such monies in the fund shall be apportioned to each such purpose on a pro rata basis.
- h. *Project Completion.* After completion of all bridge facility projects for which a planned bridge facility fund has been established or all major

thoroughfare projects for which a planned major thoroughfare fund has been established, or in the event of abandonment of any such project, and after reimbursement of the city and each subdivider entitled thereto under a reimbursement agreement, as mentioned in subparagraph b above, the City Council shall determine by resolution the amount of the surplus, if any, remaining in any such funds or as may accumulate in such funds from time to time. The City Council shall order any such surplus refunded as follows:

1. There shall be refunded to the current owners of property for which a fee was previously collected the balance of such monies in the same proportion which each individual fee collected bears to the total of all individual fees collected from the particular area of benefit. For the purposes of this paragraph, the term "property for which a fee was previously collected" shall be deemed to include land within any land division with respect to which such fees were paid as a condition to its approval and any building with respect to which such fees were paid as a condition to issuing a building permit therefor. For purposes of this paragraph, the term "fee collected" shall include, in the case of a subdivider who has entered into a reimbursement agreement with the city, the aggregate amount of cash fees and the value of the consideration in lieu of fees furnished by such subdivider.
 2. Where property for which a fee was previously collected has subsequently been subdivided into more than one (1) lot, each current owner of a lot shall share in the refund payable to the owners of the property for which a fee was previously collected in the same proportion which the area of each individual lot bears to the total area of the property for which a fee was previously collected.
 3. There shall be transferred to the city general fund any remaining portion of the surplus that has not been paid to or claimed by the persons entitled thereto within two (2) years from the date of adoption of the resolution declaring a surplus.
 4. For the purposes of this paragraph, the term "fee collected" or any variation thereof, shall also be deemed to include the amount of fees that would have been payable by a subdivider but for furnishing consideration in lieu of fees.
- i. *Advances and Voluntary Contributions.* The City Council may authorize advancement of money from the city general fund or from the road fund to pay the cost of constructing any bridge project or major thoroughfare project and may reimburse such fund or funds for such advances from the planned bridge facility fund or the planned major thoroughfare fund established to finance the construction of such improvements.

1. Nothing in this section shall be deemed to preclude the city from providing funds for the construction of bridge facilities or major thoroughfares to defray costs not allocated to an area of benefit.
 2. Nothing in this section shall be deemed to preclude the subdivider from volunteering to construct a bridge or major thoroughfare or part thereof, or to contribute to the cost thereof, in excess of the cost of a local facility, nor to preclude the city from participating in such construction or carrying out such construction using money so contributed.
- (7) **Transit Facilities.** When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land within the subdivision for local transit facilities such as bus turnouts, benches, shelters, landing pads and similar items that directly benefit the residents of a subdivision.
- (8) **Railroad and Grade Crossings.** The City Council or the Parcel Map Committee shall review proposed subdivision plans with respect to existing railroad crossings and proposed or likely grade separations or other such facilities and shall require such changes as may be necessary to ensure that the design and improvement of the subdivision does not interfere with such future grade separations or other measures. The subdivider shall dedicate or make an irrevocable offer for dedication of the rights-of-way required for any grade separation or similar improvement that the General Plan Circulation Element proposes.
- (9) **Solar Access Easements.** At such time as the city has adopted solar access standards, and when required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of easements for the purpose of assuring that each parcel or unit in the subdivision for which approval is sought has the ability to receive sunlight across adjacent parcels or units in the subdivision for any solar energy system. The dimensions and locations of such easements shall be in accord with any standards for solar access adopted by the City Council.
- (10) **Parkland.** As a condition of approval of a tentative map, the city shall require the subdivider to dedicate or make an irrevocable offer of dedication of land, to pay a fee in lieu thereof, or a combination of both, for neighborhood and community open space, park and recreational purposes. In order to conform to the policies of the General Plan and maintain existing standards for parks and recreation facilities, the park area required to be dedicated shall be equal to the ratio of the ultimate population of the subdivision to the current population of the city multiplied by the total park area within the city's planning area at the time of filing of the tentative but in no case shall be less than three (3) acres of park area per one thousand (1,000) persons nor more than five (5) acres per one thousand (1,000) persons who will live in the subdivision, calculated as follows:
- a. The ultimate population of the subdivision is based upon the approved residential density and the average household size for the type of unit;

- b. Total population of the city shall be as reported in the most recent available federal census;
 - c. Current park acreage shall be the amount of neighborhood and community park acreage identified in the General Plan or any more recent records, maps, or reports.
- (11) **Elementary School Sites.** As a condition of approval of a final subdivision map, a subdivider who develops or completes the development of one (1) or more subdivisions within one (1) or more school districts maintaining an elementary school may be required to dedicate to the school district or districts such lands as the district shall deem necessary for the purpose of constructing elementary schools necessary to assure the residents of the subdivision adequate elementary school service.
 - a. *Procedure.* The requirement of dedication shall be imposed at the time of approval of the tentative map. If within thirty (30) days after the requirement of dedication is imposed by the city the school district does not offer to enter into a binding commitment with the subdivider to accept the dedication, the requirement shall be automatically terminated. The required dedication may be made any time, before, concurrently with, or up to sixty (60) days after the filing of the final map on any portion of the subdivision.
 - b. *Payments to Subdivider.* The school district shall, if it accepts the dedication of land, repay the subdivider the original cost of the dedicated land, plus a sum equal to the total of the following:
 - 1. Improvement Costs. The cost of any improvements to the dedicated land since acquisition by the subdivider;
 - 2. Assessed Taxes. The taxes assessed against the dedicated land from the date of the school district's offer to enter into the binding commitment to accept the dedication;
 - 3. Other Costs. Any other costs incurred by the subdivider to maintain the dedicated land, including interest costs incurred on any loan on the land.
 - c. *Exceptions.* The requirements for dedication shall not apply to a subdivider who has owned the land being subdivided for more than ten (10) years prior to the filing of the tentative map.
- (c) **Acceptance of Dedications.** At the time the city approves a final map or parcel map, the city shall also accept subject to improvement, or reject, any offer of dedication. The Council or the City Engineer, on behalf of the City Council pursuant to Section 1806 (c) of the Streets and Highways Code, may accept said dedications. The City Clerk shall certify or state on the map the city's action.
- (1) **Offers of Dedication.** If at the time the final map is approved, any streets, paths, alleys, or storm drainage easements are rejected, the offer shall remain open and the Council or the City Engineer may, by resolution at any later date and without any further action by the subdivider, rescind the city's action and accept and open

the streets, paths, alleys or storm drain easements for public use which acceptance shall be recorded in the office of the county recorder. Dedications and acceptance or rejection of parcels of land for elementary school sites, public utility and other easements on parcels of land not previously specified shall be in accordance with the provisions of the Map Act.

- (2) ***Termination of Offers.*** Offers of dedications may be terminated and abandoned in the same manner as prescribed for the summary vacation of streets by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.
- (d) **Recording Dedications.** The city shall record a certificate with the county recorder for any dedication in fee for public purpose or for making public improvements or constructing public facilities, other than for open space, parks, or schools. The certificate shall be attached to the map and shall contain all of the following:
- (1) The name and address of the subdivider dedicating the property.
 - (2) A legal description of the real property being dedicated.
 - (3) A statement that the city shall reconvey the property to the subdivider if the city makes a determination that the same public purpose for which the property was dedicated does not exist, or the property or any portion thereof is not needed for public utilities.
- (e) **Reservations**
- (1) ***General.*** As a condition of approval of a tentative map, the subdivider shall reserve sites, appropriate in area and location, for parks, recreational facilities, fire stations, libraries or other public uses according to the standards and formula contained in this section.
 - (2) ***Standards for Reservation.***
 - a. Such requirement is based upon an adopted specific plan or an adopted General Plan containing policies and standards for those uses, and the required reservations are in accordance with those policies and standards.
 - b. The ordinance has been in effect for a period of at least thirty (30) days prior to the filing of the tentative map.
 - c. The reserved area is of such size and shape as to permit the balance of the property within which the reservation is located to develop in an orderly and efficient manner.
 - d. The amount of land reserved will not make development of the remaining land held by the subdivider economically unfeasible. The reservation area shall conform to the adopted specific plan or General Plan and shall be in such multiples of streets and parcels as to permit an efficient division of the reserved area in the event that it is not acquired within the prescribed period; in such event, the subdivider shall make those changes as are necessary to permit the reserved area to be developed for the intended purpose consistent with good subdividing practices.

- (3) **Procedure.** The city shall, at the time of approval of the final map or parcel map, enter into an agreement to acquire such reserved area within two (2) years after completion and acceptance of all improvements required as a condition of such map, unless such period of time is extended by mutual agreement.
- (4) **Payment.** The purchase price shall be the market value thereof at the time of the filing of the tentative map plus the taxes against such reserved area from the date of the reservation and any other costs incurred by the subdivider in the maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area.
- (5) **Termination.** If the city does not enter into the agreement required, the reservation of such area shall automatically terminate.

407.02 Improvements

- (a) **General Requirements.** The subdivider shall install improvements in accord with the general requirements set forth in this chapter; provided, however, the City Engineer or Public Works Director may require changes in typical sections and details if unusual conditions arise to warrant such changes.
- (b) **Standard Specifications.** All improvements shall conform to the requirements contained in the City of Porterville Standard Plans and Specifications, Standard Specifications for Public Works Construction, Caltrans Standard Specifications for street structural section components, and Work Area Traffic Control Handbook, as all of same now exist or are subsequently amended. Copies shall be maintained on file in the office of the City Clerk and the City Engineer or Public Works Director.
- (c) **Improvement Plans.** Construction of improvements shall not commence until calculations, plans, profiles, and specifications for such work have been submitted to and approved by the City Engineer. Such items shall be approved prior to recording the final map. Construction of all improvements shall conform to the approved improvement plans and specifications and approved amendments thereto. After construction is completed, the subdivider's engineer shall show all changes made on the original set of plans and provide them to the city marked "as built plans."
- (d) **Improvement Construction Inspection and Supervision.** All improvements shall be inspected and approved by the City Engineer or Public Works Director or his authorized representative. The subdivider shall be responsible for the actions of his contractor. Twenty-four (24) hours minimum notice will be required prior to an inspection by city personnel.
- (e) **Plan Check and Inspection Fees.** Subdivider shall be required to pay a plan check and inspection fee which shall include all charges for engineering and inspection services and rendered by the city including the cost of recording maps. The plan check and inspection fee shall be as indicated in the City Comprehensive Fee Schedule.

The plan check fee shall be paid prior to commencement of plan checking by the city. The inspection fee shall be paid prior to any construction work requiring inspection.

- (f) **Required Improvements Enumerated.** The subdivider shall improve, or agree to improve, all streets, highways, or ways in or adjacent to the subdivision. All improvements shall be installed to permanent line and grade in accordance with the approved improvement plans for that subdivision on file with the City Engineer or Public Works Director. Improvements which the subdivider shall make, or agree to make, at the cost of the subdivider, shall be as follows:
- (1) **Underground Utilities.** All utility distribution facilities, including but not limited to electric, communication, and cable television lines installed in and for the purpose of supplying service to any subdivision, shall be placed underground in accordance with the utility's rules and regulations on file with the California Public Utilities Commission. Equipment appurtenant to underground facilities, such as surface-mounted transformers, street light poles, pedestal mounted terminal boxes and meter cabinets and concealed ducts may be installed above the surface of the ground. The subdivider is responsible for complying with the requirements of this section and shall make the necessary arrangements with the utility companies involved for the installation of said facilities. All underground utilities, sanitary sewers, and storm drains installed in streets, service roads, alleys or highways shall be constructed in accordance with the standard specifications prior to the surfacing of such street, service road, alley or highway. Service connections for all underground utilities and sanitary sewers shall be placed in such length as will obviate the necessity for disturbing the street or alley improvements when service connections thereto are made.
 - (2) **Streets.** All streets shall be graded and surfaced to cross sections and grades approved the City Engineer or Public Works Director.
 - (3) **Structures.** Structures shall be installed as required for drainage, access and/or public safety. Such structures shall be placed to grades and shall be of a design approved by the City Engineer or Public Works Director.
 - (4) **Grading and Drainage.** Site grading and drainage taking into consideration the drainage pattern of adjacent improved and unimproved property and treating upstream areas, where appropriate, as though fully improved.
 - (5) **Sidewalks, Curbs, Gutters and Driveway Approaches.** Curbs, gutters, sidewalks and driveway approaches shall be installed to grades approved by the City Engineer or Public Works Director.
 - (6) **Sanitary Sewers.** Sanitary sewer facilities connecting with the existing city sewer system shall be installed to serve each lot and to grades, locations, design and size approved by the City Engineer or Public Works Director. No septic tanks or cesspools shall be permitted.
 - (7) **Storm Drains.** Storm water sewers shall be installed as required by the City Engineer or Public Works Director.
 - (8) **Water Supply.** Each unit or lot within the subdivision shall be served by an approved domestic water system.
 - (9) **Fire Flow and Fire Hydrants.** As provided in the California Fire Code, an approved water supply capable of supplying required fire flow for fire protection shall be provided to all premises upon which buildings or portions of buildings

are hereafter constructed. The required fire flow shall be determined by the Fire Chief.

- a. The location, number, and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises to be protected as required and approved by the Fire Chief. All hydrants shall be accessible to the Fire Department by access roadways meeting California Fire Code requirements for "Access Roadways for Fire Apparatus". Such fire protection facilities including all surface access roads shall be installed and made serviceable by the subdivider prior to the time of construction.
- b. When fire hydrants density, as determined by the hydrant spacing requirement, is not sufficient to provide the required fire flow, additional fire hydrants may be required by the Chief.
- c. Design, locations, and layout of water mains and fire hydrants shall be approved by the City Engineer and the Fire Chief, and shall be installed by the subdivider.
- d. The location, number and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises to be protected as required and approved by the chief. All hydrants shall be accessible to the fire department apparatus by access roadways meeting California Fire Code requirements for Access Roadways for Fire Apparatus. Such fire protection facilities, including all surface access roads, shall be installed and made serviceable by the subdivider prior to the time of construction.

- (10) **Subdivision Trees.** Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the City Director of Parks and Leisure Services, all in general accord with the requirements of the Porterville Municipal Code.

- a. At least one (1) tree shall be planted on each residential lot. Five (5) gallon trees shall be installed upon all lots abutting interior, local and collector street, and fifteen (15) gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
- b. The subdivider shall be required to plant street trees at thirty-five (35) feet on center along all parkways within and/or bordering the subdivision.

- (11) **Street Signs.** Street signs shall be installed by the city at the subdivider's expense. Any required barricades to prevent traffic access at dead-end streets shall be provided by the subdivider in accord with the standard specifications.

- (12) **Street Lights.** Street lights shall be installed by the subdivider at locations designated by the City Engineer.

- (13) **Railroad Crossings.** Provisions shall be made for any and all railroad crossings necessary to provide access to, or circulation with, the proposed subdivision, including the preparation of all documents necessary for application to the Public

Utilities Commission of the State of California for the establishment and improvement of such crossing.

- (14) **Lot Corners.** The subdivider's engineer shall set at all lot corners a marker consisting of a one (1) inch diameter iron pipe twenty-four (24) inches long, with the surveyor or engineer's marker thereon.
 - (15) **Benchmarks.** The subdivider's engineer shall set at least two (2) bench marks in the subdivision tied to North American Vertical Datum of 1988.
 - (16) **Temporary Drainage Reservoir lots.** Temporary drainage reservoir lots, when approved, shall be designed and constructed to the requirements of the City Engineer or Public Works Director and the Director of Parks and Leisure Services.
 - (17) **Others.** Other improvements deemed necessary by the City Council for the public health, safety or welfare.
- (g) **Agreement for Installation of Improvements.** Prior to the approval by the City Council of the final map, the subdivider shall execute and file an agreement between the subdivider and the city, specifying a period of time, agreeable to the City Engineer or Public Works Director, which shall be not greater than one (1) year, within which he shall complete all improvement work to the satisfaction of the City Engineer or Public Works Director, and providing that if the subdivider shall fail to complete such work within such period, the city may complete the same and recover the full cost and expense thereof from the subdivider. The agreement shall also provide for inspection of all improvements by the City Engineer or Public Works Director or his authorized representative and reimbursement to the city by the subdivider for the cost of such inspection. Such agreements may also provide:
- (1) For the construction of the improvements in units.
 - (2) For an extension of time under conditions therein specified.
 - (3) For the termination of the agreement upon the completion of proceedings under an assessment district act for the construction of improvements deemed by the City Engineer or Public Works Director to be at least the equivalent of the improvements specified in such agreement and required to be constructed by the subdivider.
 - (4) For progress payments to the subdivider, or his order, from any deposit money which the subdivider may have made in lieu of providing a surety bond, as provided in this chapter; provided, however, that no such progress payment shall be made for more than ninety (90) percent of the value of any installment of work, and provided that each such installment of work shall be completed to the satisfaction of the City Engineer or Public Works Director.
 - (5) The subdivider to arrange a preconstruction conference with the city, involving representative(s) of all contractors who are to work on the improvements, one (1) week prior to the initial start of construction.
 - (6) The subdivider to give the city twenty-four (24) hours' notice to restarting work if no construction work has been done for two (2) or more prior work days.

- (h) **Construction of Improvements Absent Subdivision Agreement.** If the subdivider chooses to construct improvements absent a subdivision agreement, pertaining to the improvements to be constructed, as specified in Section 407.02(g), Agreement for Installation of Improvements, then the subdivider shall execute and file a preliminary subdivision agreement between the subdivider and the city. The preliminary subdivision agreement shall specify a period of time, not to exceed one (1) year, within which all improvements shall be completed, and providing that if the subdivider shall fail to complete such work within such period, the city may increase inspection fees to recover any additional inspection costs incurred by the city. Such agreements may also provide for:
- (1) The subdivider to arrange a preconstruction conference with the City, involving representative(s) of all contractors who are to work on the improvements, one (1) week prior to the initial start of construction.
 - (2) The subdivider to give the City twenty-four (24) hours' notice to restarting work if no construction work has been done for two (2) or more prior work days.
- (i) **Improvement Security**
- (1) **Security.** The subdivider shall file with the agreement required by the provisions of subsections (g) and (h) above, to assure his full and faithful performance thereof, a bond or security for such sum as the City Engineer deems sufficient to cover the cost of the improvements.
 - (2) **Security, Form, and Amount.** Such security shall be in the manner, form, and kind provided by the Map Act and acceptable to the city attorney. The security shall be in the amount of one hundred (100) percent of the estimated cost of the improvements, conditioned upon the faithful performance of his agreement by the subdivider, and in the additional amount of one hundred (100) percent of such sum securing the payment by the subdivider to his contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them for improvements. The security provided shall guarantee maintenance and/or repair of all defects in required public improvements for a period of one (1) year following acceptance of said improvements by the city. In lieu of a one hundred (100) percent performance bond and one hundred (100) percent labor and materials bond, surety may be assured by the filing of a letter of credit, cash deposit, or deposit of negotiable bonds, which creates a trust fund in an amount equal to one hundred and ten (110) percent of the cost of the work estimated by the City Engineer or Public Works Director. Said trust fund shall be maintained in a financial institution subject to regulation by the state and federal government with the trust fund limited to the following conditions:
 - a. Ten (10) percent of the cost, representing a labor and materials deposit, to be retained for thirty-five (35) days after the filing of the notice of completion.
 - b. Funds may be discharged from the balance of the surety account from time to time as work is completed, up to ninety (90) percent of value of work completed, with authorization of the City Engineer until all work is

completed and the notice of completion is filed; at which time the remaining funds shall be released thirty-five (35) days thereafter.

- c. Prior to final acceptance by the city of improvements, the subdivider shall provide the city with a one (1) year maintenance bond in the amount of five (5) percent of the estimated cost of improvements.

- (3) **Completion of Work by City.** In the event the subdivider shall fail to complete all improvement work in accordance with the provisions of this Series and the city shall have completed the same, or if the subdivider shall fail to reimburse the city for the cost of incidental expenses or to cover the cost of replacement and the repair of existing streets or other improvements damaged in the development of the subdivision or requiring repair or replacement during the one (1) year guarantee period, the city shall demand performance of the agreement by the subdivider to do such work and reimburse itself for the cost of work agreed to be performed by the subdivider. If the amount of the surety bond or cash deposit exceeds all costs and expenses incurred by the city, the city shall release the remainder of such bond or certification, less the cost and expense incurred by the city. The subdivider shall be liable to the city for any costs additional to those secured in an action to be brought therefore by the city.

(j) **Supplemental Improvements**

- (1) **Required.** The subdivider may be required to install improvements for the benefit of the subdivision which may contain supplemental size, capacity or number for the benefit of property not within the subdivision as a condition precedent to the approval of a subdivision or parcel map, and thereafter to dedicate such improvements to the public. Supplemental size, capacity or number shall mean that size, capacity or number in excess of the minimum standard city requirements.
- (2) **Improvement Security.** When constructing off-site improvements, the subdivider shall file a bond or security in accordance with subsection (i) above for such sum as the City Engineer deems sufficient to cover the cost of the improvements to assure his full and faithful performance thereof.
- (3) **Reimbursement Agreement.** The city shall enter into an agreement for reimbursement to the subdivider. However, the subdivider shall be reimbursed only for that portion of the cost of such improvements equal to the difference between the amount it would cost the subdivider to install improvements to serve the subdivision only, and the actual cost of oversize improvements or in the case of Master Plan facilities, the subdivider is entitled to one hundred (100) percent of the reimburse cost.
- (4) **Non-Master Plan Reimbursement Procedures.** The subdivider shall submit a written request, along with supporting documentation to the City Engineer within 45 days of completion of the improvements. To pay the cost of such reimbursement, the City Council may at its discretion:
 - a. Immediately reimburse the subdivider for the entire cost of oversizing and thereafter levy a charge upon the real property benefitted thereby; or

- b. Collect a reasonable use charge for the account of the subdividers from persons not within the subdivision using the oversized improvements.

- (5) **Reimbursement Procedures.** Upon the expiration of thirty (30) days from the date of the notice of completion and upon full occupancy of the development or phased development, money shall be disbursed from the master facilities construction fund to pay for or to reimburse others for the cost of all the work referred to in said notice of completion; said money disbursed shall be the actual value of the work completed, as determined by the City Engineer. The developer shall submit all documentation necessary to support final payment within ninety (90) days of full occupancy of the development or phased development. Failure to do so shall void developer's right to request reimbursements.

(k) **Utility Fees and Off-Site Charges**

- (1) The subdivider shall pay utility fees for sewer, water and storm drainage as may be required by applicable Council resolution or ordinance.
- (2) Engineering plan checking, inspection fees, acreage fees and off-site charges, i.e., street signs, subdivision trees, etc., shall be paid prior to approval of the subdivision agreement by the City Council.

407.03 Design and Construction Standards

(a) **Streets and Highways**

- (1) The street and highway design shall conform both in width and alignment with any general plan circulation element, precise street plans and other precise plans adopted by the City Council, and right-of-way for any such street or highway indicated on the General Plan or precise plans shall be dedicated to the city by the subdivider.
- (2) Streets and highways not otherwise designated on the Circulation Element of the General Plan shall not be less than those set forth in this section, except where it can be shown by the subdivider that the topography of the land is such as to justify narrower width. Increased widths may be required for bicycle lanes and, when determined necessary, by the City Council in the public interest. Approval or determination of street classification shall be made by the City Council.
 - a. Major arterial rights-of-way shall not be less than one hundred sixteen (116) feet in width.
 - b. Minor arterial rights-of-way shall not be less than ninety-four (94) feet in width.
 - c. Collectors without on-street parking rights-of-way shall not be less than fifty-three (53) feet in width.
 - d. Collectors with median and without on-street parking rights-of-way shall not be less than sixty-five (65) feet in width.
 - e. Collectors with on-street parking rights-of-way shall not be less than sixty-seven (67) feet in width.

- f. Local residential rights-of-way shall not be less than forty-seven (47) feet in width.
 - g. Local commercial street rights-of-way shall not be less than sixty (60) feet in width.
 - h. Cul-de-sac or other dead-end street serving less than ten (10) homes shall not be less than forty-seven (47) feet in width.
- (3) **Relationship to Existing Streets.** The street system in the proposed subdivision shall relate functionally to the existing streets in the area adjoining the subdivision and be designed to maximize access points to existing local and collector streets.
 - (4) **Center Lines.** The center lines of all streets, wherever practicable, shall be the continuations of the center lines of existing streets, or shall be offset at least one hundred fifty (150) feet.
 - (5) **Intersections.** Each street intersection shall be as near to a right angle as is practicable, and no intersection of streets at angles less than sixty (60) degrees shall be approved, unless necessitated by topographical conditions as determined by the City Engineer.
 - (6) **Corner Cut-Offs.** At street intersections, the block corners shall have a corner cut-off sufficient to accommodate a City Standard Street Intersection Return, inclusive of a wheelchair ramp.
 - (7) **Cul-de-Sac or Dead-End Streets.** Cul-de-sac or dead-end street shall be no more than six hundred (600) feet in length and shall have a turnaround having a minimum radius of 47 feet, measured to the property line, and minimum of forty (40) feet to curb face unless the City Engineer determines that such turnaround is not necessary.
 - a. Culs-de-sac and dead end streets shall be prohibited in R districts except where necessary to give access to or permit satisfactory future development of adjoining land. If culs-de-sac and dead end streets cannot be avoided, bicycle and pedestrian connections shall be provided from the cul-de-sac or dead end street to nearby public areas and main streets.
 - b. Culs-de-sac and dead end streets shall be avoided in all other districts. If culs-de-sac and dead end streets cannot be avoided, bicycle and pedestrian connections shall be provided from the cul-de-sac or dead end street to nearby public areas and main streets.
 - (8) **Curve Radius.** The center line curve radius on all streets shall be designed in accordance with acceptable safe engineering practices. In no case shall the curve radius for an arterial be less than five hundred (500) feet. Center line curve radius on all other streets shall not be less than two hundred (200) feet.
 - (9) **Frontage Streets.** When any lots front or side on any arterial, collector, expressway or freeway, the subdivider may be required to dedicate and improve a frontage street to provide ingress to and egress from such lots. Residential properties shall not take access to/from arterial or collector streets.

- (10) **Private Roads and Alleys.** Private roads and alleys shall not be permitted unless a Conditional Use Permit is approved by the City Council and, if approved, all private roads or alleys shall be constructed to city standards. Private roads and alleys shall also comply with Section 408.01(e) Warranty and Reserves.
 - (11) **Grades of Streets.** Streets shall not be less than 0.2 percent and not greater than seven (7) percent, unless because of topographical conditions or other exceptional conditions the City Engineer determines that a grade less than 0.2 percent, or in excess of seven (7) percent, is necessary.
 - (12) **Fire Hydrants.** The position of any street within twenty (20) feet of a fire hydrant shall not have a grade in excess of seven (7) percent to allow for the positioning of a fire suppression unit.
 - (13) **Access on Arterials.** Arterial streets shall not be used to provide direct access to individual single-family residential lots. When the rear or side of any lot borders an arterial, the subdivider may be required to execute and deliver to the city an instrument prohibiting the right of vehicular ingress and egress from said arterial to said lot.
 - (14) **Access on Collectors.** The use of a collector as primary direct access to individual single-family residential lots shall not be allowed.
- (b) **Alleys**
- (1) The City Council, for any one (1) of the following reasons, may require alleys (if alleys are required, they shall be constructed to city standards):
 - a. Unusual size, shape or topographical character of the property to be subdivided.
 - b. The relationship to existing or proposed commercial, industrial or high density residential development or adjacent railroad right-of-way.
 - c. The special nature of the design or density of a residential subdivision where dwellings are grouped in such a manner as to require access from other than the street frontage.
 - d. The need to maintain continuity of existing alleys where the property to be subdivided is located immediately between existing residential blocks where alleys are provided.
 - (2) Residential alleys shall have a minimum dedicated width of twenty (20) feet.
 - (3) Alleys shall be provided where needed to serve existing or proposed commercial or industrial areas, and shall have a minimum dedicated width of thirty (30) feet, with adequate provisions for ingress and egress.
 - (4) A twenty (20) foot corner diagonal cutoff, measured along the property lines from the point of intersection, will be required where two (2) alleys intersect. An ADA compliant accessibility ramp shall be constructed pursuant to the city design standards.
 - (5) Alleys shall be so laid out and aligned as to provide reasonable access for utilities and other services.

(6) Dead-end alleys shall be prohibited.

(c) **Pedestrian Ways**

- (1) Pedestrian ways ten (10) feet or more in width may be required:
 - a. Through the middle of blocks that are more than six hundred (600) feet in length;
 - b. To connect culs-de-sac;
 - c. To provide access to playgrounds, parks, schools, shopping centers, or similar community facilities; and/or
 - d. To provide access to trails or bikeways shown in the General Plan.
- (2) The subdivider shall install paving, landscaping, and fences as approved by the City Council or Parcel Map Committee unless otherwise waived.

(d) **Bikeways.** Bikeways shall be required in all locations shown in the General Plan or as approved by the City Council or Parcel Map Committee. Bikeway width, paving, landscaping, fencing, and signs shall be as approved by the City Council or Parcel Map Committee.

(e) **Street Names**

- (1) All street names shall be approved by the City Council. Duplication of existing names shall not be allowed, unless the streets are approximately in alignment with existing streets and not so far removed as to be confusing.
- (2) Names of through streets in a north-south alignment shall be followed by the designation “street,” and the names of through streets in an east-west alignment shall be followed by the designation “avenue.”
- (3) Cul-de-sac streets in a north-south alignment shall be followed by the designations of either “place,” “way” or “drive,” and cul-de-sac streets in an east-west alignment shall be followed by the designations of either “lane,” “circle” or “court.”

(f) **Blocks**

- (1) **Block Length.** Blocks shall not exceed six hundred (600) feet in length, unless existing adjacent property alignment, topographic, or traffic conditions justify a variation. Blocks longer than six hundred (600) feet in length shall provide mid-block pedestrian crossings so that there is no more than six hundred (600) feet of continuous block without a pedestrian crossing. Blocks in the HZ Overlay zone are exempt from the block length limitations and requirement for mid-block crossings.
- (2) **Block Width.** The width of each block shall be sufficient for an ultimate layout of two (2) tiers of lots, therein of a size required by the provisions of this chapter, unless the conditions justify or make necessary a variation from this requirement.

(g) **Lots**

- (1) **Lot Width.** Each residential lot or parcel shall have frontage width of not less than that required by this Ordinance except as approved by the City Council as provided for in Section 400.05, Authority to Vary Regulations.
- (2) **Lot Depth.** Lot depths shall not exceed two and one-half (2.5) times the proposed lot width except where existing topography makes such dimensions infeasible.
- (3) **Lot Area.** The area of all lots shall comply with the requirements of this Ordinance relative to each particular zoning district.
- (4) **Lot Frontage.** Lots shall have a single frontage on a street; double frontage lots or lots without street frontage will not be permitted except where, in the opinion of the City Council, topographic or unusual physical conditions justify a deviation from this rule.
- (5) **Flag Lot.** Residential flag lots may be permitted with a Parcel Map, if it meets the standard requirements for lot width and lot depth.
- (6) **Side Lines.** The side lines of lots shall, wherever practicable, be required to run at right angles or radially to the street upon which the lot faces.
- (7) **Lot Numbering.** Lot numbers shall begin with the numeral "1", and shall continue consecutively through all of the units of the tract with no omissions or duplications, and no block numbers shall be used.
- (8) **Division of Lots.** No lot shall be divided by a county, city, school, or any other taxing district boundary lines.
- (9) **Suitability of Lots.** All lots shall be suitable for the purpose for which they are intended to be used. Land subject to flooding or deemed by the Parcel Map Committee or City Council to be uninhabitable shall be indicted on the final map.
- (10) **Land Remnants.** All remnants of below-minimum size left over after the subdivision of a larger tract must be added to adjacent lots rather than allowed to remain as unusable parcels.

(h) **Access Limitation Strips**

- (1) A one (1) foot access limitation strip shall be provided at the dead end of a stubbed street or at the edge of a partial width street, and shall be offered for dedication to the city for future street purposes.
- (2) Access limitation strips shall be designated on the final map of the subdivisions and shall be specifically referred to in dedication and acceptance certificates.

- (i) **Landscaping and Lighting Maintenance Districts.** Each subdivision shall be subject to the creation of a Landscaping and Lighting Maintenance District in compliance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code §22500 et. Seq.) to address the extension of improvements such as but not limited to lighting, common landscape areas, including pocket parks, perimeter walls, drainage systems beneficial to specific subdivision, drainage reservoirs, and open space areas, and the maintenance of

such facilities through appropriate mechanisms as approved by the City Attorney. If a Landscaping and Lighting Maintenance District, Benefit Assessment District, or similar district is required, the following standards apply:

- (1) Prior to the approval of improvement plans for a development, the applicant shall submit the following information for the establishment of a landscaping and lighting maintenance district, the extension of the subject improvements into the assessment area, and the maintenance of the improvements once constructed:
 - a. A petition on a form provided by the city requesting to have the subdivision placed in a district at the time the final map is approved by the city.
 - b. Completed and approved landscaping and lighting improvement plans, and legal description.
 - (2) The district shall be established, or the annexation into an existing district concluded, and improvements completed and accepted concurrently with the other improvements in the subdivision.
 - (3) Exclusive of assessments for a district, the applicant shall pay all service fees and maintain all new district improvements in a safe and healthy manner for the greater of a ninety (90) day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the district.
- (j) **Waiver of Right to Protest District Formation.** Prior to final map approval, each subdivider shall record a document waiving their right to protest a new assessment or an assessment increase equal to or less than a CPI adjustment for a city-wide Landscaping and Lighting Maintenance District or other maintenance district when at least fifty-one (51) percent of the city is already in such district under the provisions of Government Code Section 53753.
- (k) **Grading and Erosion Control.** Every map approved pursuant to this Series shall be conditioned on compliance with the requirements for grading and erosion control, including the prevention of sedimentation or damage to off-site property, set forth in Appendix J of California Building Code of the most recently adopted edition. Steep terrain and other topographical features may limit the abilities of a subdivider to perform mass grading operations. At the discretion of the City Engineer or Public Works Director, individual grading plans for each individual lot may be submitted with the building permit in lieu of a mass grading plan normally submitted with the improvement plans.
- (l) **Protection of Natural Features and Trees**
- (1) **Natural Features.** Significant rock outcroppings and other unusual land forms shall be shown and identified on the tentative map and on improvement and landscape plans. Such features shall be preserved as required by the Parcel Map Committee or City Council.
 - (2) **Trees.**
 - a. All existing trees six (6) inches in diameter or over shall be shown on the tentative map with a notation as to the size, species and dripline. Trees that are part of an agricultural crop may be shown as the outer extent of

the planting with a notation as to the species and average tree size and dripline.

- b. Existing trees six (6) inches or over in diameter may be required to be preserved. In cases where tree preservation is required, all grading and necessary tree trimming shall be conducted in accordance with an arborist's recommendations for tree preservation.
- c. Trees within a proposed public right-of-way shall be removed only for good cause to protect the public safety or to allow the installation of adequate public facilities as may be approved by the City Engineer and the Zoning Administrator.

(m) **Storm Water Management Plan.** Every map approved pursuant to this Series shall be conditioned to comply with the requirements of the City's Storm Water Management Plan, which includes measures that control construction site run-off and post-construction run-off.

(n) **Watercourses**

- (1) In accordance with Sections 66478.1 through 66478.10 inclusive of the Subdivision Map Act, if the land division will front upon a public waterway, river, or stream, as defined in Section 66478.4(c), access routes and easements along the bank shall be provided as follows:
 - a. The land division shall provide, or have available, reasonable public access by fee or easement from a public highway to that portion of the bank of such river or stream bordering or lying within the proposed land division, as determined by the Parcel Map Committee or City Council in accordance with Section 66478.5 of the California Government Code;
 - b. The land division shall provide for a dedication of a public easement along a portion of the bank of such river or stream bordering or lying within the proposed land division, as determined by the City Council in accordance with Section 66478.5 of the California Government Code; and
 - c. The Parcel Map Committee or City Council shall determine the governmental entity to which such access route or easement shall be dedicated, and all dedications shall be in accordance with Section 66478.6 of the California Government Code.
- (2) In accordance with Section 66478.12 of the California Government Code, if the land division will front upon any lake or reservoir that is owned in part or entirely by any public agency, including but not limited to the United States, State of California, or the City of Porterville, the land division shall be provided with or have available reasonable access by fee or easement from public highways to the water of the lake or reservoir upon which the land division borders either within the land division or a reasonable distance from the land division, as determined by the City Council or the Parcel Map Committee, as appropriate, in accordance with said statute. The Parcel Map Committee or City Council shall determine the governmental entity to which such dedication shall be made.

- (3) If a land division is traversed by a river, stream, or creek, the subdivider shall leave such river, stream, or creek in its natural condition whenever practical. Sufficient right-of-way shall be dedicated to the city or other public entity and improved for flood control purposes as necessary to accommodate flows of water that would be generated by a flood of one hundred (100) year frequency. In the event that a land division is to front upon a river, stream, or creek, the provisions of this paragraph shall apply to that portion of the bank thereof bordering or lying within the proposed land division. The Parcel Map Committee or City Council shall determine the governmental entity to which such dedication shall be made.
- (4) The City Council may disapprove a tentative map because of flood hazard and inundation, and require protective improvements to be constructed as a condition precedent to approval of the map.

(o) **Drainage Reservoirs**

- (1) Temporary drainage reservoirs will only be allowed in areas where it has been determined by the City Engineer or Public Works Director that it is not practical to implement the intent of the latest adopted version of the Storm Drain Master Plan. Landscape and irrigation systems shall be installed as approved by the Director of Parks and Leisure Services. Maintenance of these facilities shall be part of the maintenance district created for the benefit of the subdivision.
- (2) Temporary drainage reservoirs may be approved until such time as Storm Drain Master facilities are available for connection and shall be dedicated to the city as an easement.
- (3) Drainage Reservoirs designated in the Storm Drain Master Plan shall be considered permanent facilities and title of the land shall be held by the city in fee. Property acquisitions shall be in the form of a dedication or purchased in accordance with the City's Storm Drain Master Plan and City's Property and Right-of-Way Acquisitions Policy and Procedures Manual. Landscaping and irrigation systems shall be installed as approved by the Director of Parks and Leisure Services.

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Chapter 408 Common Interest Developments (Condominiums)

Sections:

408.01	New Residential Condominiums
408.02	Residential Condominium Conversions
408.03	New Commercial and Industrial Condominiums
408.04	Commercial and Industrial Condominium Conversions

408.01 New Residential Condominiums

- (a) **Purpose.** The ownership of residential condominiums is distinguished by a sharing of responsibility that is not common to most other types of residential development. As a result, the purpose of this Series is to establish criteria for the construction of new residential condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.
- (b) **Applicability.** The regulations set forth in this Series shall apply to the construction of new residential condominiums.
- (c) **Conditional Use Permit and Maps Required.** A conditional use permit and tentative map approved by the City Council is required for all residential condominium applications.
- (d) **Application and Fees.** The applicant of a proposed condominium project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing and inspection fees. In addition to the required permit and map submittals, the applicant shall submit:
 - (1) **Development Plan.** Schematic development plans with dimensions, consisting of at least a site plan, parking plan, typical floor plan, and building elevations showing natural and proposed grades;
 - (2) **Landscaping Plan.** A preliminary landscaping plan of the project indicating the types and sizes of landscaping materials and permanent irrigation facilities;
 - (3) **Department of Real Estate Application.** A copy of the project application submitted to the State of California's Department of Real Estate for a subdivision public report;
 - (4) **Conditions, Covenants, and Restrictions.** The proposed conditions, covenants, and restrictions (CC&Rs); and
 - (5) **Additional Information.** Any other information the Zoning Administrator finds necessary to evaluate the project.
- (e) **Warranty and Reserves**
 - (1) **Warranty for Improvements.** The subdivider shall provide to the Homeowners' Association and/or purchaser a one (1) year warranty on all physical improvements required under this Ordinance.

- (2) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the homeowners' association. Such fund shall equal two (2) times the estimated monthly homeowner's assessment for each dwelling unit.
- (f) **Covenants, Conditions, and Restrictions.** Project covenants, codes, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.
 - (1) **Conveyance of Private Open Space.** The surface area and appurtenant air space of Private Open Space areas, including but not limited to the patio, deck, balcony, solarium, or atrium and any integral portion of that space that may exceed the minimum area requirements, shall be described and conveyed in the grant deed as an integral part of the unit.
 - (2) **Assignment and Use of Required Parking Spaces.** Required parking spaces shall be permanently and irrevocably specifically assigned to particular units within the project. To the maximum practicable extent, the spaces assigned to each unit shall be contiguous. In no case shall the private storage area of one (1) unit overhang or take its access from the required parking space of another unit. All studio and one (1) bedroom units shall be assigned one (1) parking space and may rent additional spaces from the Homeowners' Association. An occupant of a unit with two (2) or more bedrooms may rent one (1) parking space back to the Homeowners' Association. All parking spaces, except those specifically designated for recreational vehicles, shall be used solely for the purpose of parking motor vehicles as defined by the California Vehicle Code, and shall not be used for trailers, unmounted campers, boats, or similar recreational vehicles.
 - (3) **Right of Public Entry to Common Area.** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
 - (4) **Maintenance of Common Area.** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Homeowners' Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance

responsibilities of all improvements and utility systems for each unit shall be specified.

- (5) **Utility Easements over Private Streets and Other Areas.** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (6) **Access for Construction, Maintenance, or Repairs.** Each Owner and the Homeowners' Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (7) **Right to Terminate Management and Maintenance Contracts.** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Homeowners' Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Homeowners' Association assumes control of the project, or at that time renegotiate any such contracts.
- (8) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

408.02 Residential Condominium Conversions

- (a) **Purpose.** The purpose of this Series is to establish criteria for the conversion of existing multiple-family rental housing to condominiums and to reduce the impact of such conversions on residents in rental housing who may be required to relocate due to the conversion.
- (b) **Applicability.** The regulations set forth in this Series shall apply to the conversion of existing multiple-family rental housing to condominiums. This Series shall not apply to a "limited-equity housing cooperative" as defined in Section 11003.4 of the California Business and Professional Code.
- (c) **Conditional Use Permit and Maps Required.** A conditional use permit and tentative map approved by the City Council is required for all residential condominium conversion applications.
- (d) **Application and Fees.** The applicant of a proposed condominium conversion project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing and inspection fees. In addition to the required permit and map submittals, the applicant shall submit:
 - (1) **Physical Elements Report.** A report prepared by a registered engineer or architect or licensed qualified contractor describing the physical elements of all structures and facilities. The report shall include, but not be limited to, the following:
 - a. **Structural Condition of Elements.** A report detailing the structural condition of all elements of the property, including foundations, electrical, plumbing, utilities, walls, roofs, ceilings, windows, recreational facilities, sound transmission of each building, mechanical equipment,

parking facilities and appliances. The report shall state, to the best knowledge or estimate of the applicant, when such element was built; the condition of each element; when said element was replaced; the approximate date upon which said element will require replacement; the cost of replacing said element; and any variation of the physical condition of said element from the current zoning and from the Building Code in effect on the date that the last building permit was issued for the subject structure. The report shall identify any defective or unsafe elements and set forth the proposed corrective measures to be employed.

- b. Pest Control. A report from a licensed structural pest control operator, approved by the city, on each structure and each unit within the structure.
 - c. Soil Conditions. A report on soil and geological conditions regarding soil deposits, faults, and groundwater in the vicinity of the project and a statement regarding any known evidence of soils problems relating to the structures. Reference shall be made to any previous soils reports for the site and a copy submitted with said report.
 - d. Repairs and Improvements. A statement of repairs and improvements to be made by the subdivider necessary to refurbish and restore the project to achieve a high degree of appearance and safety.
- (2) **Covenants, Conditions and Restrictions.** The proposed covenants, conditions and restrictions (CC&Rs).
- (3) **Demographic Characteristics.** Specific information concerning the demographic characteristics of the project, including but not limited to the following:
- a. Square footage and number of rooms in each unit;
 - b. Rental rate history for each type of unit for previous five (5) years;
 - c. Monthly vacancy rate for each month during preceding two (2) years;
 - d. Makeup of existing tenant households, including family size, length of residence, age of tenants, and whether receiving federal or state rent subsidies;
 - e. Proposed sale price of units;
 - f. Proposed homeowners' association fee;
 - g. Financing available; and
 - h. Names and addresses of all tenants.
- (4) **Notice of Intent to Convert.** Signed copies from each tenant of Notice of Intent to Convert, as specified in subsection (g) below. The subdivider shall submit evidence that a letter of notification was sent to each tenant for whom a signed copy of said notice is not submitted. This requirement shall be deemed satisfied if such notices comply with the legal requirements for service by mail.
- (5) **Additional Information.** Any other information the Zoning Administrator finds necessary to evaluate the project.

(e) **Filing and Processing**

- (1) **Acceptance of Reports.** The final form of the Physical Elements Report and other documents shall be as approved by the city. The reports in their acceptable form shall remain on file with the Community Development Department for review by any interested persons. The report shall be referenced in the subdivision report to the review authority.
- (2) **Submittal of Budget.** Prior to final map approval, the subdivider shall provide the city with a copy of the proposed budget for maintenance and operation of common facilities, including needed reserves. The budget shall show estimated monthly costs to the owner of each unit, projected over a five (5) year period, or such time as is required by the Department of Real Estate. Such budget shall be prepared or reviewed and analyzed by a professional management firm, experienced with management of condominium complexes. The management firm shall submit a statement of professional qualifications.
- (3) **Copy to Buyers.** The subdivider shall provide each purchaser with a copy of all submittals (in their final, acceptable form) required by subsection (d) above prior to said purchaser executing any purchase agreement or other contract to purchase a unit in the project, and said developer shall give the purchaser sufficient time to review said information. Copies of the submittals shall be made available at all times at the sales office and shall be posted at various locations, as approved by the city, at the project site. Copies shall be provided to the homeowners' association upon its formation.
- (4) **Final Information Submitted.** No later than six (6) months from the date the subdivider closes escrow on the first sale of a unit, the subdivider shall submit the following information to the Community Development Department:
 - a. Name, address and phone number of Homeowners' Association;
 - b. Actual sale price of units;
 - c. Actual Homeowners' Association fee;
 - d. Number of prior tenants who purchased units; and
 - e. Number of units purchased with intent to be used as rentals.

(f) **Development Standards.** All condominium conversions must conform to the Porterville Municipal Code in effect at the time of tentative map approval except as otherwise provided in this Series. The Building Official shall perform an assessment of building conditions prior to tentative map approval. A report of violations shall be specified in the tentative map staff report to the City Council, as the case may be. A physical inspection of every unit shall be required prior to final map approval or tentative map approval if no final map is required.

- (1) **Modification of Development Standards.** The base district development standard requirements of Series 200, Base Districts, may be modified by the City Council based on findings that the quality of life accommodated by the project will not be compromised and that residents will benefit from other amenities that are located in close proximity to the project site.

- (2) **Warranty for Improvements.** The subdivider shall provide to the Homeowners' Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.
 - (3) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the homeowners' association. Such fund shall equal two (2) times the estimated monthly homeowner's assessment for each dwelling unit.
- (g) **Tenant Provisions.** Notices to tenants shall be provided as required in Section 66427.1 of the Subdivision Map Act. All written notices to tenants required by this section shall be deemed satisfied if such notices comply with the legal requirements for service by mail. In addition, at least three (3) days before any hearing or action on a proposed tentative map for a conversion, the Community Development Department shall provide a copy of the staff report to the subdivider and to each tenant of the property.
- (1) **Notice of Intent.** A notice of intent to convert shall be delivered by the Subdivider to each tenant at least sixty (60) days prior to filing of the tentative map. The form of the notice shall be in the form outlined in Section 66452.9 of the Subdivision Map Act and approved by the Zoning Administrator.
 - (2) **Notice of Public Report.** Each tenant shall receive ten (10) days' written notice that an application for a public report will be or has been submitted to the Department of Real Estate and that such report will be available on request.
 - (3) **Notice of Final Map Approval.** Each tenant shall receive written notification within 10 days of approval of a final map for the proposed conversion.
 - (4) **Tenant's Right to Purchase.** Any present tenant shall be given notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public or terms more favorable to the tenant. The right shall run for a period of not less than ninety (90) days from the date of issuance of the subdivision public report unless the tenant gives prior written notice of his or her intention not to exercise the right. Evidence of receipt by each tenant shall be submitted prior to approval of the final map.
 - (5) **Vacation of Units.** Each tenant not in default under the obligations of the rental agreement or lease under which he/she occupies his/her unit shall be given one hundred eighty (180) days' written notice of intention to convert his or her unit prior to termination of tenancy. The subdivider shall notify each tenant immediately prior to the time of final map approval of the anticipated date required to vacate the unit. Evidence of receipt by each tenant shall be submitted prior to approval of the final map.
 - (6) **No Increase in Rents.** The rents charged tenants at the time when a completed tentative map application was accepted by the Community Development Department shall not be increased for two (2) years from that acceptance time, or until the unit is sold or the subdivision is denied, withdrawn or reverted to acreage. The increase in rent on a unit which has been vacated after receipt of the

application by the Community Development Department shall not be subject to control.

- (7) **Notice to New Tenants.** At least thirty (30) days prior to the filing of the tentative map, the subdivider shall give notice of the filing of the map to each person applying after such date for rental of a unit immediately prior to acceptance of any rent or deposit. The notice shall be in the form outlined in Section 66452.8(b) of the Subdivision Map Act and shall advise the prospective tenant that notice will be provided at least one hundred eighty (180) days prior to the actual conversion. If the subdivider fails to give notice in accordance with this section, he or she shall pay to each prospective tenant who becomes a tenant and who was entitled to such notice and who does not purchase his or her unit, an amount equal to two (2) times monthly rent for moving expenses.
- (h) **Covenants, Conditions, and Restrictions.** Project covenants, codes, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.
 - (1) **Conveyance of Private Open Space.** The surface area and appurtenant air space of Private Open Space areas, including but not limited to the patio, deck, balcony, solarium, or atrium and any integral portion of that space that may exceed the minimum area requirements, shall be described and conveyed in the grant deed as an integral part of the unit.
 - (2) **Assignment and Use of Required Parking Spaces.** Required parking spaces shall be permanently and irrevocably specifically assigned to particular units within the project. To the maximum practicable extent, the spaces assigned to each unit shall be contiguous. In no case shall the private storage area of one (1) unit overhang or take its access from the required parking space of another unit. All studio and one (1) bedroom units shall be assigned one (1) parking space and may rent additional spaces from the Homeowners' Association. An occupant of a unit with two (2) or more bedrooms may rent one (1) parking space back to the Homeowners' Association. All parking spaces, except those specifically designated for recreational vehicles, shall be used solely for the purpose of parking motor vehicles as defined by the California Vehicle Code, and shall not be used for trailers, unmounted campers, boats, or similar recreational vehicles.
 - (3) **Right of Public Entry to Common Area.** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
 - (4) **Maintenance of Common Area.** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may

be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Homeowners' Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.

- (5) **Utility Easements over Private Streets and Other Areas.** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (6) **Access for Construction, Maintenance, or Repairs.** Each Owner and the Homeowners' Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (7) **Right to Terminate Management and Maintenance Contracts.** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Homeowners' Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Homeowners' Association assumes control of the project, or at that time renegotiate any such contracts.
- (8) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.
- (i) **Required Findings.** In addition to any other findings that this Subdivision Ordinance requires, the City Council shall not approve a final map for conversion unless it finds that each tenant has been given and received notice in compliance with the requirements of Section 66427.1 of the Subdivision Map Act.

408.03 New Commercial and Industrial Condominiums

- (a) **Purpose.** The ownership of commercial and industrial condominiums is distinguished by a sharing of responsibility that is not common to most other types of development. As a result, the purpose of this Series is to establish criteria for the construction of new commercial and industrial condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.
- (b) **Applicability.** The regulations set forth in this Series shall apply to the construction of new commercial and industrial condominiums.
- (c) If a commercial or industrial condominium is proposed in combination with a residential condominium, the requirements of this section and Section 408.01, New Residential Condominiums, shall be read together, with the relevant requirements applying to the portions of the project.

- (d) **Conditional Use Permit and Maps Required.** A conditional use permit and tentative map approved by the City Council is required for all commercial and industrial condominium applications.
- (e) **Application and Fees.** The applicant of a proposed commercial or industrial condominium project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing fee. In addition to the required permit and map submittals, the applicant shall submit:
 - (1) **Development Plan.** A development plan of the project including location and sizes of structures, exterior elevations, parking layout, and access areas;
 - (2) **Landscaping Plan.** A preliminary landscaping plan of the project indicating the types and sizes of landscaping materials and permanent irrigation facilities;
 - (3) **Reserve Fund Study.** A reserve study showing the amount which must be set aside as long-term reserves for capital and maintenance replacement.
 - (4) **Conditions, Covenants, and Restrictions.** The proposed conditions, covenants, and restrictions (CC&Rs); and
 - (5) **Additional Information.** Any other information the Zoning Administrator find necessary to evaluate the project.
- (f) **Development Standards.** In addition to the development standards contained in the applicable zoning district that permit commercial and industrial condominiums, the following development standards shall apply:
 - (1) **Sound Transmission.**
 - a. **Shock Mounting of Mechanical Equipment.** All permanent mechanical equipment, such as motors, compressors, pumps, and compactors, which is determined by the Building Official to be a source of structural vibration or structure-borne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official.
 - b. **Noise Standards.** Common walls and floors between dwelling units shall comply with the Building Code provisions governing noise resistance for newly constructed common wall and floors.
- (g) **Trash and Recycling Collection Areas.** Trash and recycling collection areas shall be provided within two hundred fifty (250) feet of the units they are designed to serve, and shall comply with the City of Porterville or its contracted solid waste and recycling collector(s) specifications for trash enclosures.
- (h) **Utilities.** All units shall have separate gas and electric meters and provisions for individual shut-off of all utility valves, including water.
- (i) **Warranty for Improvements.** The subdivider shall provide to the Condominium Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.

- (j) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the condominium association. Such fund be based on a reserve study showing the amount which must be set aside monthly for the reserve account.
- (k) **Covenants, Conditions, and Restrictions.** Project covenants, codes, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.
 - (1) **Right of Public Entry to Common Area.** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
 - (2) **Maintenance of Common Area.** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Condominium Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.
 - (3) **Utility Easements over Private Streets and Other Areas.** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
 - (4) **Access for Construction, Maintenance, or Repairs.** Each Owner and the Condominium Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
 - (5) **Right to Terminate Management and Maintenance Contracts.** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Condominium Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Condominium Association assumes control of the project, or at that time renegotiate any such contracts.
 - (6) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

408.04 Commercial and Industrial Condominium Conversions

- (a) **Purpose.** The ownership of commercial and industrial condominiums is distinguished by a sharing of responsibility that is not common to most other types of development. As a result, the purpose of this section is to establish criteria for the conversion of existing buildings to commercial or industrial condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.

- (b) **Applicability.** The regulations set forth in this section shall apply to the conversion of existing buildings into commercial or industrial condominiums.

If a commercial or industrial condominium conversion is proposed in combination with a residential condominium, the requirements of this section and Section 408.03, New Commercial and Industrial Condominiums, shall be read together, with the relevant requirements applying to the portions of the project.

- (c) **Conditional Use Permit and Maps Required.** A conditional use permit and tentative map approved by the City Council is required for all commercial and industrial condominium conversion applications.

- (d) **Application and Fees.** The applicant of a proposed commercial or industrial condominium conversion project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing fee. In addition to the required permit and map submittals, the applicant shall submit:

- (1) **Physical Elements Report.** A report prepared by a registered engineer or architect or licensed qualified contractor describing the physical elements of all structures and facilities. The report shall include, but not be limited to, the following:

- a. *Structural Condition of Elements.* A report detailing the structural condition of all elements of the property, including foundations, electrical, plumbing, utilities, walls, roofs, ceilings, windows, recreational facilities, sound transmission of each building, mechanical equipment, parking facilities and appliances. The report shall state, to the best knowledge or estimate of the applicant, when such element was built; the condition of each element; when said element was replaced; the approximate date upon which said element will require replacement; the cost of replacing said element; and any variation of the physical condition of said element from the current zoning and from the Building Code in effect on the date that the last building permit was issued for the subject structure. The report shall identify any defective or unsafe elements and set forth the proposed corrective measures to be employed.
- b. *Pest Control.* A report from a licensed structural pest control operator, approved by the city, on each structure and each unit within the structure.
- c. *Soil Conditions.* A report on soil and geological conditions regarding soil deposits, faults, and groundwater in the vicinity of the project and a statement regarding any known evidence of soils problems relating to the

structures. Reference shall be made to any previous soils reports for the site and a copy submitted with said report.

- d. **Repairs and Improvements.** A statement of repairs and improvements to be made by the subdivider necessary to refurbish and restore the project to achieve a high degree of appearance and safety.

- (2) **Notice to Tenants.** Evidence of written notice provided to each tenant explaining that the owner intends to apply to the city for a condominium conversion. The notice to tenants must be sent at least six (6) months before the application is submitted to the city, and further notice must be given to any tenant who occupies the building after the original notice was sent.
 - (3) **Plot Plan.** A plot plan of the project including location and sizes of structures, square footage of each building and unit, exterior elevations, parking layout, and access areas;
 - (4) **Budget.** A proposed budget for maintenance and operation of common facilities, including needed reserves. The budget shall show estimated monthly costs to the owner of each unit, projected over a five (5) year period. Such budget shall be prepared or reviewed and analyzed by a professional management firm, experienced with management of similar condominium complexes. The management firm shall submit a statement of professional qualifications.
 - (5) **Conditions, Covenants, and Restrictions.** The proposed conditions, covenants, and restrictions (CC&Rs); and
 - (6) **Additional Information.** Any other information the Zoning Administrator find necessary to evaluate the project.
- (e) **Filing and Processing**
- (1) **Acceptance of Reports.** The final form of the Physical Elements Report and other documents shall be as approved by the city. The reports in their acceptable form shall remain on file with the Community Development Department for review by any interested persons. The report shall be referenced in the subdivision report to the review authority.
 - (2) **Copy to Buyers.** The subdivider shall provide each purchaser with a copy of all submittals (in their final, acceptable form) required by Section 408.04(d), Application and Fees, prior to said purchaser executing any purchase agreement or other contract to purchase a unit in the project, and said developer shall give the purchaser sufficient time to review said information. Copies of the submittals shall be made available at all times at the sales office and shall be posted at various locations, as approved by the city, at the project site. Copies shall be provided to the condominium association upon its formation.
- (f) **Development Standards.** All condominium conversions must conform to the Porterville Municipal Code in effect at the time of tentative map approval except as otherwise provided in this section. The Building Official shall perform an assessment of building conditions prior to tentative map approval. A report of violations shall be specified in the tentative map staff report to the City Council. A physical inspection of every unit shall be required prior to final map approval or tentative map approval if no final map is required.

In addition to the requirements required in other sections of the Municipal Code, the conversion shall comply with the following requirements:

- (1) **Sound Transmission**
 - a. **Shock Mounting of Mechanical Equipment.** All permanent mechanical equipment, such as motors, compressors, pumps, and compactors, which is determined by the Building Official to be a source of structural vibration or structure-borne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official.
 - b. **Noise Standards.** The structure shall conform to all interior and exterior sound transmission standards of the Municipal Code. In such cases where present standards cannot reasonably be met, the applicant may be required to notify potential buyers of the noise deficiency currently existing within these units.
 - (2) **Trash and Recycling Collection Areas.** Trash and recycling collection areas shall be provided within two hundred fifty (250) feet of the units they are designed to serve, and shall comply with the City of Porterville or its contracted solid waste and recycling collector(s) specifications for trash enclosures.
 - (3) **Utilities.** All units shall have separate gas and electric meters and provisions for individual shut-off of all utility valves, including water.
 - (4) **Warranty for Improvements.** The subdivider shall provide to the Condominium Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.
 - (5) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the condominium association. Such fund be based on a reserve study showing the amount which must be set aside monthly for the reserve account.
- (g) **Covenants, Conditions, and Restrictions.** Project covenants, codes, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.
- (1) **Right of Public Entry to Common Area.** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
 - (2) **Maintenance of Common Area.** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure

for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Condominium Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.

- (3) **Utility Easements over Private Streets and Other Areas.** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (4) **Access for Construction, Maintenance, or Repairs.** Each Owner and the Condominium Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (5) **Right to Terminate Management and Maintenance Contracts.** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Condominium Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Condominium Association assumes control of the project, or at that time renegotiate any such contracts.
- (6) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

Chapter 409 Amendments and Enforcement

Sections:

- 409.01 Correction and Amendments of Maps
- 409.02 Enforcement and Judicial Review

409.01 Correction and Amendment of Maps

(a) **Applicability.** The city may approve corrections and amendments to the following maps:

(1) ***Tentative Maps***

- a. *Minor Changes.* Minor changes in an approved tentative map may be approved by the Zoning Administrator and City Engineer upon application by the subdivider or on the city's own initiative provided that:
 - 1. No lots, units or building sites or structures are added;
 - 2. Changes are consistent with the intent and spirit of the original tentative map approval; and
 - 3. There are no resulting violations of the Municipal Code.
- b. *Substantive Changes.* Amendments of an approved tentative map for a subdivision that, in the opinion of the Zoning Administrator and City Engineer are not minor, shall be presented to the City Council for approval subject to the procedures for processing a tentative map set forth in Chapter 402, Tentative Maps. The Zoning Administrator and City Engineer may approve substantive changes to an approved tentative parcel map in the same manner set forth in Chapter 405, Parcel Maps.
- c. *Effect of Amendments.* Any approved amendment shall not alter the expiration date of the tentative map.

(2) ***Final Map.*** Amendments to a final map or parcel map may be made in any of the following instances without providing public notice:

- a. To correct an error in any course or distance shown on the map.
- b. To show any course or distance that was omitted from the map.
- c. To correct an error in the description of the real property shown on the map.
- d. To indicate monuments set after the death, disability, replacement or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
- e. To show the proper location of any monument that has been changed in location, or character, or that was originally shown at the wrong location or incorrectly as to its character.
- f. To correct any additional information filed or recorded as part of the final map in accordance with Section 66434.2 of the Subdivision Map Act, if the correction does not impose any additional burden on the present

owners of the property and does not alter any right, title, or interest in the property reflected on the recorded map.

- g. To correct any other type of map error or omission as approved by the City Engineer that does not affect any property right. Errors and omissions may include, but not be limited to, lots and numbers, acreage, street names and identification of adjacent record maps. Error does not include changes in courses or distances from which an error is not ascertainable from the data shown on the final map.
- h. To make modifications when there are changes that make any or all of the conditions of the map no longer appropriate or necessary and:
 - 1. The modifications do not impose any additional burden on the owners of the property;
 - 2. The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
 - 3. The city finds that the map as modified does not meet the findings in Section 400.04, Grounds for Denial.

- (b) **Form and Contents.** Amendments to either tentative or final maps may be made with a certificate of correction or an amending map. The amending map or certificate of correction shall be prepared by a Registered Civil Engineer or Licensed Land Surveyor. The form and contents of the amending maps shall conform to the applicable requirements of this Series. The amending map shall set forth in detail the corrections made and show the names of the owners of the property affected by the correction or omission as of the date of the filing or recording of the original recorded map.

- (c) **Review and Approval**

- (1) **General Review.** The amending map or certificate of correction shall be submitted to the City Engineer for review and approval, accompanied by the required fee. The City Engineer shall examine the amending map or certificate of correction and, if the only changes are those set forth in subsection (a) above, the City Engineer shall certify to this fact on the amending map or certificate of correction.
 - (2) **Certificate of Correction.** The City Engineer shall have twenty (20) days to examine the certificate of correction for compliance with subsections (a) (b) above, endorse a statement on it of his or her examination and certification, and present it to the County Recorder for recordation. If the City Engineer determines that the certificate of correction fails to comply with this section, the City Engineer shall return the certificate to the applicant with a written statement of the changes necessary. The City Engineer shall have ten (10) days after resubmission and approval of the amended certificate of correction to present it to the County Recorder for recordation.
- (d) **Filing with the County Recorder.** The amending map or certificate of correction certified by the City Engineer shall be filed in the office of the Tulare County Recorder in which the original map was filed. Upon such filing, the County Recorder shall index the

names of the fee owners and the appropriate subdivision designation shown on the amending map or certificate of correction in the general index and map index, respectively. The original map shall be deemed to have been conclusively so corrected and shall impart constructive notice of all the corrections in the same manner as though upon the original map.

409.02 Enforcement and Judicial Review

- (a) **Purpose.** This section establishes procedures the City will use to enforce the requirements of this Series, including compliance with any conditions of approval imposed to protect public health, safety, and welfare and promote development in accordance with the General Plan.

- (b) **Prohibition**

- (1) ***No Sale or Lease Until Final Maps Are in Full Compliance.*** No person shall sell, lease, or finance any parcel or parcels of real property, or commence construction of any building for sale, lease or financing except for model homes, or allow occupancy thereof, for which a final map is required by this Series or the Subdivision Map Act, until a map, in full compliance with the provisions of this Series and the Subdivision Map Act, has been filed with the Tulare County Recorder.

- (2) ***No Conveyances Made by Parcel Number Until Final Maps are Filed.*** Conveyances of any part of a division of real property for which a final map is required shall not be made by parcel number, letter or other designation, unless and until the final map has been filed for record with the Tulare County Recorder.

- (3) ***Exceptions***

- a. This section does not apply to any parcel or parcels of a subdivision offered for sale or lease, contracted for sale or lease, or sold or leased in compliance with or exempt from any law regulating the design and improvement of subdivisions in effect at the time the subdivision was established.
 - b. Paragraphs (1) and (2) above shall not prohibit an offer or contract to sell, lease, or finance real property or to construct improvements where the sale, lease or financing, or the commencement of construction, is expressly conditioned upon the approval and filing of a final or parcel map.
 - c. This section shall not, in any way, modify or affect the provisions of Section 11018.2 of the Business and Professions Code.

- (c) **Remedies**

- (1) ***Voidable Sale.*** Any deed of conveyance, sale or contract to sell real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act, is voidable at the sole option of the grantee, buyer or person contracting to purchase, any heir, personal representative, or trustee in insolvency or bankruptcy within one (1) year after the

date of discovery of the violation. The deed of conveyance, sale, or contract to sell is binding upon any successor in interest of the grantee, buyer or person contracting to purchase, other than those above enumerated, and upon the grantor, vendor or person contracting to sell, or his or her assignee, heir or devisee.

- (2) **Action in Superior Court.** Any grantee, or successor in interest, of real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act may, within one (1) year of the date of discovery of such violation, bring an action in the superior court to recover any damages suffered by reason of the division of property. The action may be brought against the person who divided the property in violation and against any successors in interest who have actual or constructive knowledge of such division of property.

(3) **Exceptions**

- a. **Certificate of Compliance.** The provisions of this section shall not apply to the conveyance of any parcel of real property identified in a certificate of compliance filed in accordance with subsection (e) below, or identified in a recorded final map, from and after the date of recording.
- b. **Other Provisions of Law.** The provisions of this section shall not limit or affect in any way the rights of a grantee or successor in interest under any other provision of law.

- (4) **Limitation Period.** For purposes of this section, the limitation period for commencing an action, either civil or criminal, against the subdivider or owner of record at the time of a violation of this Series or the Subdivision Map Act, shall be tolled for any time period during which there is no constructive notice of the violation, because the owner of record, at the time of the violation or at any time thereafter, failed to record a deed, lease, or financing document with the County Recorder.

(d) **Effect on City Permits and Approvals**

- (1) **No Issuance of Permit or Approval.** The city shall not issue a permit or grant any approval necessary to develop any real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act if it finds that development of the real property is contrary to the public health or the public safety. The authority to deny a permit or approval shall apply whether the applicant was the owner of the real property at the time of the violation or whether the applicant is the current owner of the real property, with or without actual or constructive knowledge of the violation at the time of the acquisition of interest in the real property.
- (2) **Imposing Additional Conditions.** If the city issues a permit or grants approval for the development of any real property illegally subdivided, it may impose only those conditions that would have been applicable to the division of the property at the time the applicant acquired his or her interest in the property, and that had been established at such time by this Series. If the applicant was the owner of record at the time of the initial violation, the city may impose conditions applicable to a current division of the property. If a conditional certificate of

compliance has been filed for record in accordance with subsection (e) below, only those conditions stipulated in that certificate shall be applicable.

- (e) **Certificate of Compliance.** Any person owning real property or in contract of sale of the real property may request the Zoning Administrator to determine whether such property complies with the provisions of this Series and the Subdivision Map Act. A recorded final map or parcel map shall constitute a certificate of compliance with respect to the parcels of real property described.
 - (1) **Form and Contents.** An application for a determination of compliance shall be submitted to the Community Development Department together with a plat map, required fee, and such information the city deems necessary, including, but not limited to:
 - a. The name or names of owners of the parcel.
 - b. The assessor parcel number or numbers of the parcel.
 - c. The number of parcels for which the certificate of compliance or conditional certificate of compliance is being issued and recorded.
 - d. The legal description of the parcel or parcels for which the certificate of compliance or conditional certificate of compliance is being issued and recorded.
 - e. A notice stating: “This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grant or grants of approval.”
 - f. Any conditions to be fulfilled and implemented prior to subsequent issuance of a permit or other grant of approval for development of the property, as specified in the conditional certificate of compliance.
 - (2) **Determination of Compliance.** If the Zoning Administrator determines that the real property complies with this Series and the Subdivision Map Act, the Zoning Administrator shall forward a certificate of compliance to be filed for record with the County Recorder. The certificate of compliance shall identify the real property and shall state that the division of land complies with this Series and the Subdivision Map Act.
 - (3) **Determination of Non-Compliance.** If the Zoning Administrator determines that the real property does not comply with the provisions of this Series or the Subdivision Map Act, the Zoning Administrator may issue a conditional certificate of compliance by imposing any conditions that would have been applicable to the division of land at the time the applicant acquired his or her interest and that had been established at that time by this Series and the Subdivision Map Act.
 - (4) **Recording the Certificate.** Upon making a determination and establishing the conditions, the Zoning Administrator shall file a conditional certificate of

compliance for record with the County Recorder. The certificate shall serve as notice to the property owner who has applied for the certificate, a grantee of the property owner, or any subsequent transferee or assignee of the property, that the fulfillment and implementation of the conditions shall be required prior to subsequent issuance of a permit or other grant of approval for development of the property. Compliance with these conditions shall not be required until a permit or other grant of approval for development of the property is issued.

(f) **Notice of Violation**

- (1) **Notice of Intention.** If the Zoning Administrator has knowledge that real property has been divided in violation of the provisions of this Series or the Subdivision Map Act, a notice of intention to record a notice of violation shall be mailed by certified mail to the current owner of record. The notice shall describe the property in detail, name the owner, describe the violation, and state that the owner will be given opportunity to present evidence. The notice shall specify the date, time and place for a meeting at which the owner may present evidence to the Zoning Administrator why a notice of violation should not be recorded.
 - (2) **Determination by the Zoning Administrator.** The meeting shall be held no sooner than thirty (30) days and no later than sixty (60) days from the date of mailing. If, within fifteen (15) days of receipt of the notice, the owner fails to notify the Zoning Administrator objecting to the recording of the notice of violation, the Zoning Administrator shall record it. If, after the owner presents evidence, the Zoning Administrator determines that the property has in fact been illegally divided, the Zoning Administrator shall record the notice of violation. If, after the owner presents evidence, the Zoning Administrator determines that there has been no violation, the Zoning Administrator shall mail a clearance letter to the owner.
 - (3) **Notice of Violation.** The notice of violation, when recorded, shall be constructive notice of the violation to all successors in interest in the property.
- (g) **Penalties.** A violation of this Series by a person who is the subdivider or an owner of record, at the time of the violation, of property involved in the violation is punishable by imprisonment in the county jail not exceeding one (1) year or in the state prison, by a fine not exceeding \$10,000, or by both fine and imprisonment. Every other violation of this Series is a misdemeanor.
- (h) **Judicial Action.** Any action or proceeding to attack, review, set aside, void or annul the decision of the City Engineer, Zoning Administrator, or City Council concerning a subdivision, or of any of the proceedings, acts or determinations taken, done or made prior to such decision, or to determine the reasonableness, legality or validity of any condition attached thereto, shall not be maintained by any person unless the action or proceeding is commenced and service of summons effected within ninety (90) days after the date of the decision. Thereafter, all persons are barred from any such action or proceeding or any defense of invalidity or unreasonableness of the decision or of the proceedings, acts or determinations. Any such proceeding shall take precedence over all matters of the calendar of the court except criminal, probate, eminent domain and forcible entry and unlawful detainer proceedings.

- (i) **Other Legal Action.** This Series does not bar any legal, equitable or summary remedy to which the city or other public agency, or any person, firm or corporation may otherwise be entitled, and the city or other public agency, or any person, firm or corporation may file a suit in the superior court of Tulare County, to restrain or enjoin any attempted or proposed subdivision for sale, lease or financing in violation of this Series or the Subdivision Map Act.

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Series 500: Overlay Districts

Chapter 500 Airport Environs (AE) Overlay District

Sections:

500.01	Purpose
500.02	Applicability
500.03	Use Restrictions
500.04	Development by Right
500.05	Regulations for Noise Exposure
500.06	Regulations for Safety
500.07	Regulations for Airspace Protection
500.08	Supplemental Regulations
500.09	Nonconforming Uses

500.01 Purpose

As used herein, “Airport” means the Porterville Municipal Airport. The Airport Environs (AE) Overlay District is established to:

- (a) Protect land uses around the airport from potential hazards of airport operations;
- (b) Identify a range of uses compatible with airport accident hazard and airport noise exposure;
- (c) Prohibit the development of incompatible uses that are detrimental to the general health, safety and welfare and to existing and future airport operations;
- (d) Require noise attenuated construction within the airport environs; and
- (e) Comply with Federal Aviation Administration (FAA) regulations.

500.02 Applicability

The standards and regulations of this chapter apply to all lands within the AE Overlay District mapped on the Official Zoning Map.

Regulations in the AE Overlay District modify and supplement the underlying zoning district regulations. Within the AE Overlay District, noise impact zones, airport safety zones, and air-space protection zones apply. Where a proposed use, building, or land is impacted by more than one (1) zone, the use, building and/or land shall conform to the requirements of all applicable zones. Where zones impose conflicting requirements, the most restrictive of the requirements shall apply.

500.03 Use Restrictions

Notwithstanding any other provisions of this chapter, no use may be made of land or water within the AE Overlay District in such a manner that would:

- (a) Create a “Hazard to Air Navigation” as determined by the FAA;
- (b) Result in glare in the eyes of pilots using the airport;
- (c) Make it difficult for pilots to distinguish between airport lights and others;
- (d) Impair visibility in the vicinity of the airport;
- (e) Create steam or other emissions that cause thermal plumes or other forms of unstable air;
- (f) Create electrical interference with navigation signals or radio communication between the airport and aircraft;
- (g) Create an increased attraction for wildlife. Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds which pose bird strike hazards to aircraft in flight; or
- (h) Otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

500.04 Development by Right

Nothing in this chapter prohibits:

- (a) Construction of a single-family home, and a second unit, outside of Safety Zone 1, on a legal lot of record as of the date of adoption of this Ordinance if such use is permitted in the underlying zoning district.
- (b) Lot line adjustments provided that new developable parcels would not be created and the resulting intensity or density of the affected property would not exceed the applicable criteria indicated in the Table 500.06(A).
- (c) The construction of buildings, the development of facilities, and the establishment of uses other than residential uses in a permanent building or facility, within the “aviation” area as defined on the FAA’s “approved conditionally” Airport Layout Plan and which are determined “airport supporting” by the Airport Manager or City Council. Crew quarters in a permanent building or facility may be allowed with Conditional Use Permit approval.
- (d) Uses and facilities in place at the adoption of this Ordinance within the “aviation” area as defined on the FAA’s “approved conditionally” Airport Layout Plan.

500.05 Regulations for Noise Exposure

- (a) **Noise Exposure – Compatibility Criteria.** In regard to noise exposure levels, land uses are classified as being either “normally compatible”, “conditional” or

“incompatible” as defined below. All land uses are compatible at noise exposure less than CNEL fifty-five (55) dB.

(1) ***Normally Compatible***

- a. *Indoor Uses:* Either the activities associated with the land use are inherently noisy or standard construction methods will sufficiently attenuate exterior noise to an acceptable indoor community noise equivalent level (CNEL); for land use types that are compatible because of inherent noise levels, sound attenuation must be provided for associated office, retail, and other noise-sensitive indoor spaces sufficient to reduce exterior noise to an interior maximum of CNEL fifty (50) dB.
- b. *Outdoor Uses:* Except as noted in the table, activities associated with the land use may be carried out with minimal interference from aircraft noise.

(2) ***Conditional***

- a. *Indoor Uses:* Building structure must be capable of attenuating exterior noise to the indoor CNEL indicated by the number in the table cell.
- b. *Outdoor Uses:* Caution shall be exercised with regard to noise-sensitive outdoor uses; these uses are likely to be disrupted by aircraft noise events; acceptability is dependent upon characteristics of the specific use. Noise-sensitive land uses are ones for which the associated primary activities, whether indoor or outdoor, are susceptible to disruption by loud noise events. The most common types of noise-sensitive land uses include, but are not limited to, the following: residential, hospitals, nursing facilities, intermediate care facilities, educational facilities, libraries, museums, places of worship, child-care facilities, and certain types of passive recreational parks and open space.

(3) ***Incompatible***

- a. *Indoor Uses:* Unacceptable noise interference if windows are open; at exposures above CNEL sixty-five (65) dB, extensive mitigation techniques required to make the indoor environment acceptable for performance of activities associated with the land use.
- b. *Outdoor Uses:* Severe noise interference makes the outdoor environment unacceptable for performance of activities associated with the land use.

- (b) ***Noise Exposure – Land Use Compatibility.*** Table 500.05(B) below describes the compatibility of various land uses within the Noise Impact Zones as shown in Map 500-1, Airport Impact Map: Future Noise. Land uses not specifically listed in Table 500.05(B) shall be evaluated by the Zoning Administrator based on the criteria for the most similar comparable use.

The “Conditional Criteria” column lists the criteria to be met by uses listed as “conditional”. The individual letters refer to criteria listed at the end of the table.

When a proposed building lies within multiple CNEL range zones (e.g., partly in sixty to sixty-five (60-65) dB and partly in sixty-five to seventy (65-70) dB), the higher range zone applies for the purposes of determining sound attenuation requirements unless less than twenty-five (25) percent of the building floor area is within that zone. In such case, the lower range zone may be used.

TABLE 500.05(B): LAND USE COMPATIBILITY BY NOISE EXPOSURE LEVEL								
	Normally Compatible		Conditional			Incompatible		
Land Use			Exterior Noise Exposure (CNEL dB)					Conditional Criteria
			55-60	60-65	65-70	70-75	75-80	
Outdoor Uses (limited or no activities in buildings)								
Natural Land Areas: woods, brush lands, desert							A	
Water: flood plains, wetlands, lakes, reservoirs								
Agriculture (except residences and livestock): crops, orchards, vineyards, pasture, range land								
Livestock Uses: feed lots, stockyards, breeding, fish hatcheries, horse stables							B	
Outdoor Major Assembly Facilities (capacity ≥1,000 people): spectator-oriented outdoor stadiums, amphitheaters, fairgrounds, zoos							C	
Group Recreation (limited spectator stands): athletic fields, water recreation facilities, picnic areas							C	
Small/Non-Group Recreation: golf courses, tennis courts, shooting ranges							C	
Local Parks: children-oriented neighborhood parks, playgrounds							C	
Camping: campgrounds, recreational vehicle/motor home parks								
Cemeteries (excluding chapels)							D	
Residential and Lodging Uses								
Single-Family Residential: individual dwellings, townhouses, mobile homes, bed & breakfast inns	40	40					E	

TABLE 500.05(B): LAND USE COMPATIBILITY BY NOISE EXPOSURE LEVEL							
	Normally Compatible		Conditional			Incompatible	
Land Use	Exterior Noise Exposure (CNEL dB)					Conditional Criteria	
	55-60	60-65	65-70	70-75	75-80		
Multi-Family Residential	40	40					E
Long-Term Lodging (>30 nights): extended-stay hotels, dormitories		45					
Short-Term Lodging (≤ 30 nights): hotels, motels, other transient lodging(except conference/assembly facilities)		45					
Congregate Care: retirement homes, assisted living, nursing homes, intermediate care facilities		45					
Educational and Institutional Uses							
Family Day Care Home homes (≤14 children)							
Children’s Schools: K-12, day care centers (>14 children); school libraries							
Adult Education classroom space: adult schools, colleges, universities		45	45				F
Community Libraries		45					
Indoor Major Assembly Facilities (capacity ≥1,000 people): auditoriums, conference centers, concert halls, indoor arenas, casinos		45	45				
Indoor Large Assembly Facilities (capacity 300 to 999 people): movie theaters, places of worship, cemetery chapels, mortuaries		45	45				
Indoor Recreation: gymnasiums, club houses, athletic clubs, dance studios			50				
In-Patient Medical: hospitals, mental hospitals		45					
Out-Patient Medical: health care centers, clinics		45	45				
Penal Institutions: prisons, reformatories		45	45				
Public Safety Facilities: police, fire stations			50	50			

TABLE 500.05(B): LAND USE COMPATIBILITY BY NOISE EXPOSURE LEVEL							
	Normally Compatible		Conditional			Incompatible	
Land Use	Exterior Noise Exposure (CNEL dB)					Conditional Criteria	
	55-60	60-65	65-70	70-75	75-80		
Commercial, Office and Service Uses							
Major Retail: regional shopping centers, 'big box' retail			50				
Local Retail: community/neighborhood shopping centers, grocery stores			50				
Eating/Drinking Establishments: restaurants, fast-food dining, bars			50				
Limited Retail/Wholesale: furniture, automobiles, heavy equipment, lumber yards, nurseries			50				
Offices: professional services, doctors, finance, civic; radio, television & recording studios, office space associated with other listed uses			50				
Personal & Miscellaneous Services: barbers, car washes, print shops			50				
Vehicle Fueling: gas stations, trucking & transportation terminals				50	50		
Industrial, Manufacturing, and Storage Uses							
Hazardous Materials Production: oil refineries, chemical plants							
Heavy Industrial							
Light Industrial, High Intensity: food products preparation, electronic equipment				50	50		
Light Industrial, Low Intensity: machine shops, wood products, auto repair				50	50		
Research & Development			50	50			
Indoor Storage: wholesale sales, warehouses, mini/other indoor storage, barns, greenhouses							
Outdoor Storage: public works yards, automobile dismantling							
Mining & Extraction							
Transportation, Communication, and Utilities							
Airport Terminals: airline, general aviation				50			

TABLE 500.05(B): LAND USE COMPATIBILITY BY NOISE EXPOSURE LEVEL							
	Normally Compatible		Conditional			Incompatible	
Land Use	Exterior Noise Exposure (CNEL dB)					Conditional Criteria	
	55-60	60-65	65-70	70-75	75-80		
Rail & Bus Stations				50			
Transportation Routes: road & rail rights-of-way, bus stops							
Auto Parking: surface lots, structures							
Communications Facilities: emergency communications, broadcast & cell towers							
Power Plants							
Electrical Substations							
Wastewater Facilities: treatment, disposal							
Solid Waste Disposal Facilities: landfill, incineration							
Solid Waste Transfer Facilities, Recycle Centers							
Conditional Criteria:							
A. Compatible at levels indicated, but noise disruption of natural quiet will occur.							
B. Exercise caution with uses involving noise-sensitive animals.							
C. Exercise caution if clear audibility by users is essential.							
D. Compatible at levels indicated, but noise disruption of outdoor activities will occur.							
E. Only on existing residential parcels; no subdivisions are allowed.							
F. Applies only to classrooms; offices, laboratory facilities, gymnasiums, outdoor athletic facilities, and other uses to be evaluated as indicated for those land use categories.							

- (c) **Single-Event Noise Levels:** Single-event noise levels shall be considered when evaluating the compatibility of highly noise-sensitive land uses such as residences, schools, libraries, and outdoor theaters. Susceptibility to speech interference and sleep disturbance are among the factors that make certain land uses noise sensitive. Single-event noise levels are especially important in areas that are regularly overflowed by aircraft, but that do not produce significant CNEL contours (helicopter overflight areas are a particular example). Flight patterns for Porterville Municipal Airport shall be considered in the review process. Acoustical studies or on-site noise measurements may be required to assist in determining the compatibility of sensitive uses.
- (d) **Maximum Acceptable Interior Noise Levels.** Land uses for which interior activities may be easily disrupted by noise shall comply with the following maximum, aircraft-related, interior noise level criteria.

- (1) CNEL forty (40) dB in any habitable room of single- or multi-family residences.
 - (2) CNEL forty-five (45) dB for: hotels, motels, and other lodging; hospitals and nursing homes; places of worship, meeting halls, theaters, and mortuaries; and schools, libraries, and museums.
 - (3) CNEL fifty (50) dB in offices and office areas of industrial facilities.
- (e) **Residential Interior Noise Level Reduction.** New dwellings exposed to CNEL above sixty (60) dB shall incorporate the following noise reduction design measures unless alternative designs that achieve and maintain an interior noise level of CNEL forty (40) dB are incorporated and verified by a Board Certified Acoustical Engineer.
- (1) All facades must be constructed with substantial weight and insulation;
 - (2) Sound-rated windows providing noise reduction performance similar to that of the façade must be included for habitable rooms;
 - (3) Sound-rated doors or storm doors providing noise reduction performance similar to that of the façade must be included for all exterior entries;
 - (4) Acoustic baffling of vents is required for chimneys, fans, and gable ends;
 - (5) Installation of a mechanical ventilation system affording comfort under closed-window conditions; and
 - (6) Double-stud construction, double doors, and heavy roofs with ceilings of two (2) layers of gypsum board on resilient channels.

500.06 Regulations for Safety

- (a) **Development Standards.** Table 500.06(A) below describes the development standards for all development within the Airport Safety Zones as shown in Map 500-2, Airport Impact Map: Safety. Additional standards follow the table.

TABLE 500.06(A): DEVELOPMENT STANDARDS - AIRPORT SAFETY ZONES						
<i>Standard</i>	<i>Safety Zones</i>					
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
Maximum Lot Coverage (% of site)	0	40	60	70	70	100
Non-Residential Development						
<i>Maximum Site-Wide Average Intensity (people/acre)</i>	10	60	100	160	160	n/a
<i>Maximum Single-Acre Intensity (people/acre)</i>	20	120	250	400	400	n/a
Residential Development						
<i>Maximum Site-Wide Average Density (units/acre)</i>	n/a	n/a	4	4	n/a	n/a

TABLE 500.06(A): DEVELOPMENT STANDARDS - AIRPORT SAFETY ZONES						
<i>Standard</i>	<i>Safety Zones</i>					
	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
<i>Maximum Single-Acre Density (units/acre)</i>	n/a	n/a	12	12	n/a	n/a

(1) ***Intensity Calculation***

- a. *Non-Residential Development.* Usage intensity calculations shall include all people (e.g., employees, customers/visitors) who may be on the property at any single point in time, whether indoors or outdoors. The city may make exceptions for rare special events (e.g., an air show at the airport) for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate.
- b. *Residential Development*
 1. The maximum allowable residential densities are intended to include density bonuses and any other bonuses or allowances that the city may provide for affordable housing developed in accordance with the provisions of state and/or local law or regulation. The overall density of a development project, including any bonuses or allowances, must comply with the allowable density criteria in Table 500.06(A).
 2. Second units are excluded from density calculations.
- c. *Mixed-Use Development*
 1. Where the residential and nonresidential uses are proposed to be situated on separate parts of the project site, the project shall be evaluated as separate developments. The residential density shall be calculated with respect to the area(s) to be devoted to residential development and the nonresidential intensity calculated with respect to the area(s) proposed for nonresidential uses.
 2. Development in which residential uses are proposed to be located in conjunction with nonresidential uses in the same or nearby buildings on the same site must meet both residential density and non-residential intensity criteria. The number of dwelling units shall not exceed the density limits indicated in Table 500.06(A). Additionally, the normal occupancy of the residential portion shall be added to that of the nonresidential portion and the total occupancy shall be evaluated with respect to the non-residential usage intensity criteria cited in Table 500.06(A).

- (b) **Airport Safety – Compatibility Criteria.** In regard to airport safety, land uses are classified as being either “normally compatible”, “conditional” or “incompatible” as defined below.
- (1) **Normally Compatible.** Normal examples of the use are compatible under the presumption that usage intensity and maximum lot coverage criteria in Table 500.06(A) will be met. Atypical examples may require review to ensure compliance with usage intensity and lot coverage criteria. Noise, airspace protection, and/or overflight limitations may apply.
 - (2) **Conditional.** Use is compatible if indicated Floor Area Ratio (FAR), Lot Coverage, and other listed conditions are met.
 - (3) **Incompatible.** Use shall not be permitted under any circumstances.
- (c) **Airport Safety – Land Use Compatibility.** Table 500.06(C) below describes the compatibility of various land uses within the Airport Safety Zones as shown in Map 500-2, Airport Impact Map: Safety. Land uses are classified as being either “normally compatible”, “conditional” or “incompatible.”

Land uses not specifically listed in Table 500.06(C) shall be evaluated by the Zoning Administrator based on the criteria for the most similar comparable use.

“#” numbers in table cells refer to the maximum allowable FAR.

“A” letters in table cells refer to criteria to be met by uses listed as “conditional”. The individual letters refer to criteria listed at the end of the table.

TABLE 500.06(C): LAND USE COMPATIBILITY - AIRPORT SAFETY ZONES						
	Normally Compatible		Conditional		Incompatible	
Land Use	Safety Zones					
	1	2	3	4	5	6
Outdoor Uses (limited or no activities in buildings)						
Natural Land Areas: woods, brush lands, desert	A					
Water: flood plains, wetlands, lakes, reservoirs	A					
Agriculture (except residences and livestock): crops, orchards, vineyards, pasture, range land	B					
Livestock Uses: feed lots, stockyards, breeding, fish hatcheries, horse stables						
Outdoor Major Assembly Facilities (capacity ≥1,000 people): spectator-oriented outdoor stadiums, amphitheaters, fairgrounds, zoos						C
Group Recreation (limited spectator stands): athletic fields, water recreation facilities, picnic areas			C		C, D	

TABLE 500.06(C): LAND USE COMPATIBILITY - AIRPORT SAFETY ZONES						
	Normally Compatible		Conditional		Incompatible	
Land Use	Safety Zones					
	1	2	3	4	5	6
Small/Non-Group Recreation: golf courses, tennis courts, shooting ranges						
Local Parks: children-oriented neighborhood parks, playgrounds			C		C, D	
Camping: campgrounds, recreational vehicle/ motor home parks			E	E	D, E	
Cemeteries (except chapels)						
Residential and Lodging Uses						
Single-Family Residential: individual dwellings, townhouses, mobile homes, bed & breakfast inns		F			F	
Multi-Family Residential						
Long-Term Lodging (>30 nights): extended-stay hotels, dormitories						
Short-Term Lodging (≤ 30 nights): hotels, motels, other transient lodging (except conference/assembly facilities)			0.46	0.74		
Congregate Care: retirement homes, assisted living, nursing homes, intermediate care facilities						
Educational and Institutional Uses						
Family Day Care Home homes (≤14 children)						
Children's Schools: K-12, day care centers (>14 children); school libraries			G	G		
Adult Education classroom space: adult schools, colleges, universities			0.09, H	0.15, H		
Community Libraries			0.23	0.37		
Indoor Major Assembly Facilities (capacity ≥1,000 people): auditoriums, conference centers, concert halls, indoor arenas, casinos						C
Indoor Large Assembly Facilities (capacity 300 to 999 people): movie theaters, places of worship, cemetery chapels, mortuaries			0.03	0.05		
Indoor Recreation: gymnasiums, club houses, athletic clubs, dance studios			0.14	0.22		
In-Patient Medical: hospitals, mental hospitals			G	G		
Out-Patient Medical: health care centers, clinics			0.55	0.88		
Penal Institutions: prisons, reformatories						

TABLE 500.06(C): LAND USE COMPATIBILITY - AIRPORT SAFETY ZONES						
	Normally Compatible		Conditional		Incompatible	
Land Use	Safety Zones					
	1	2	3	4	5	6
Public Safety Facilities: police, fire stations			C		C, D	
Commercial, Office, and Service Uses						
Major Retail: regional shopping centers, 'big box' retail			0.25, I, J	0.40, I, J		
Local Retail: community/neighborhood shopping centers, grocery stores			0.39, J	0.62, J		
Eating/Drinking Establishments: restaurants, fast-food dining, bars			0.14	0.22	0.22, D	
Limited Retail/Wholesale: furniture, automobiles, heavy equipment, lumber yards, nurseries		0.34, K			0.92, K	
Offices: professional services, doctors, finance, civic; radio, television & recording studios, office space associated with other listed uses		0.30	0.49	0.79	0.79, D	
Personal & Miscellaneous Services: barbers, car washes, print shops		0.28				
Vehicle Fueling: gas stations, trucking & transportation terminals					L	
Industrial, Manufacturing, and Storage Uses						
Hazardous Materials Production: oil refineries, chemical plants						C
Heavy Industrial			M	M		
Light Industrial, High Intensity: food products preparation, electronic equipment			0.46, M	0.74, M		
Light Industrial, Low Intensity: machine shops, wood products, auto repair		0.41, M			1.10, M	
Research & Development			0.69, M	1.10, M		
Indoor Storage: wholesale sales, warehouses, mini/other indoor storage, barns, greenhouses		1.38				
Outdoor Storage: public works yards, automobile dismantling						
Mining & Extraction						
Transportation, Communication, and Utilities						
Airport Terminals: airline, general aviation						
Rail & Bus Stations		C			C	

TABLE 500.06(C): LAND USE COMPATIBILITY - AIRPORT SAFETY ZONES						
	Normally Compatible		Conditional		Incompatible	
Land Use	Safety Zones					
	1	2	3	4	5	6
Transportation Routes: road & rail rights-of-way, bus stops	B					
Auto Parking: surface lots, structures	B					
Communications Facilities: emergency communications, broadcast & cell towers		C	C	C	C	C
Power Plants			N	N		
Electrical Substations		C			C	
Wastewater Facilities: treatment, disposal						
Solid Waste Disposal Facilities: landfill, incineration						
Solid Waste Transfer Facilities, Recycle Centers						
Conditional Criteria: A. Objects above runway elevation not allowed in Object Free Area (OFA), the dimensions of which are established by FAA airport design standards for the runway. B. Not allowed in OFA. C. Allowed only if site outside safety zone would not serve intended function. D. Not allowed within 1,000 feet of runway centerline. E. Allowed only if intensity criteria listed in Table 500.06(A) are met. F. Accessory buildings only. Dwelling must be located outside of safety zone. G. No new sites or land acquisition. Building replacement and expansion allowed for existing facilities. School expansion is limited to 50 students. H. Also subject to limitations of individual components of campus facilities (e.g. assembly facilities, offices, gymnasiums). I. Building capacity limited to 1,000 people. J. Eating and drinking establishments that make up 10% or more of the total floor area shall be evaluated separately. K. Design site to locate buildings outside of safety zone whenever possible. Parking areas may be located within safety zone. L. No fuel tanks within 1,000 feet of runway centerline. M. Avoid bulk storage of hazardous materials. Permitting agencies to evaluated possible need for special measures to minimize hazards if struck by aircraft. N. Peaker plants only. Primary plants not allowed.						

500.07 Regulations for Airspace Protection

- (a) **Height Limitations.** The criteria for determining the acceptability of a project with respect to height shall be based upon the standards set forth in Federal Aviation Regulations (FAR) Part 77, Subpart C, Objects Affecting Navigable Airspace. Additionally, where an FAA aeronautical study of a proposed object is required in accordance with FAR Part 77, Subpart C, the results of that study shall be taken into account by the city.
 - (1) **Maximum Height**
 - a. Except as provided below, no object, including a mobile or temporary object such as construction crane, shall have a height that would result in penetration of any obstruction surface depicted for Porterville Municipal Airport on Map 500-4, Airport Impact Map: Airspace Protection.
 - b. Within the primary surface and beneath the approach or transitional surfaces, objects shall be limited in height consistent with the airspace protection surfaces defined by FAR Part 77.
 - (2) **Exception.** Outside the primary surface and the approach or transitional surfaces, no object shall be limited to a height of less than thirty-five (35) feet above the ground even if the object would penetrate an FAR Part 77 surface and thus constitute an obstruction.
- (b) **FAA Notification.** Any person proposing construction or alteration within the AE Overlay District shall submit notification of the proposal to the FAA if such construction or alteration exceeds any of the following height standards:
 - (1) Two hundred (200) feet above ground level.
 - (2) The plane of an imaginary surface extending outward and upward at a slope of one hundred (100) to one (1) for a distance of twenty thousand (20,000) feet from the nearest point of any runway.

500.08 Supplemental Regulations

- (a) **Avigation Easement Dedication.** An avigation easement shall be dedicated to the City of Porterville for the following development:
 - (1) Any residential development within the CNEL fifty-five (55) dB contour shown in Map 500-1, Airport Impact Map: Future Noise.
 - (2) Any residential or nonresidential development within Safety Zones one (1) through five (5) as shown in Map 500-2, Airport Impact Map: Safety.
 - (3) Any residential or nonresidential development within an area beneath a transitional surface or the inner ten thousand (10,000) feet of an approach surface.
- (b) **Overflight Notification.** If no avigation easement is otherwise provided, residential development within the primary or secondary overflight area indicated in Map 500-

3, Airport Impact Map: Overflight, an overflight notification consistent with the following standards shall be recorded.

- (1) The notification shall contain the following language dictated by state law with regard to real estate transfer disclosure.

NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

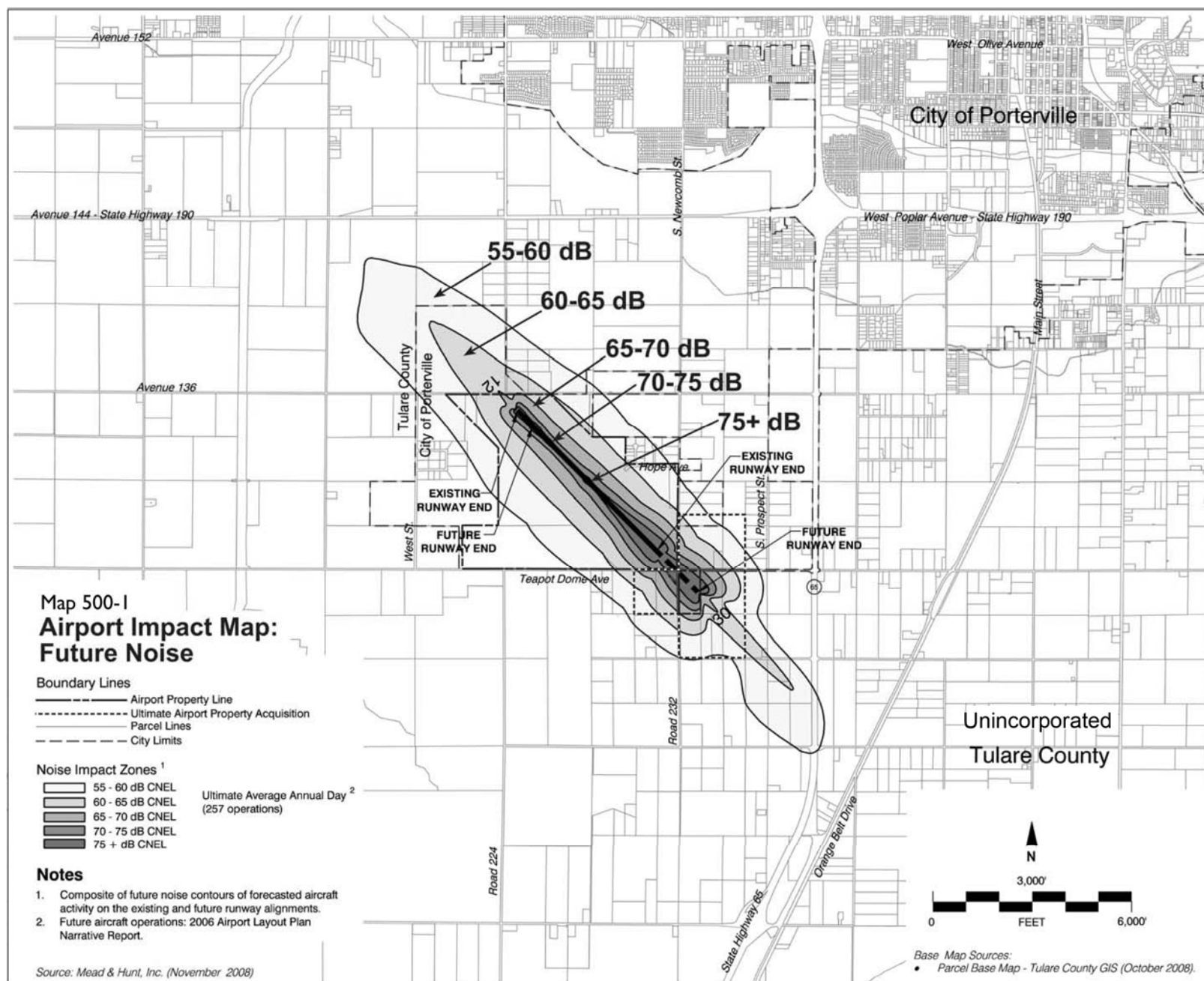
- (2) The notification shall be made evident to prospective purchasers of the property and shall appear on the property deed.

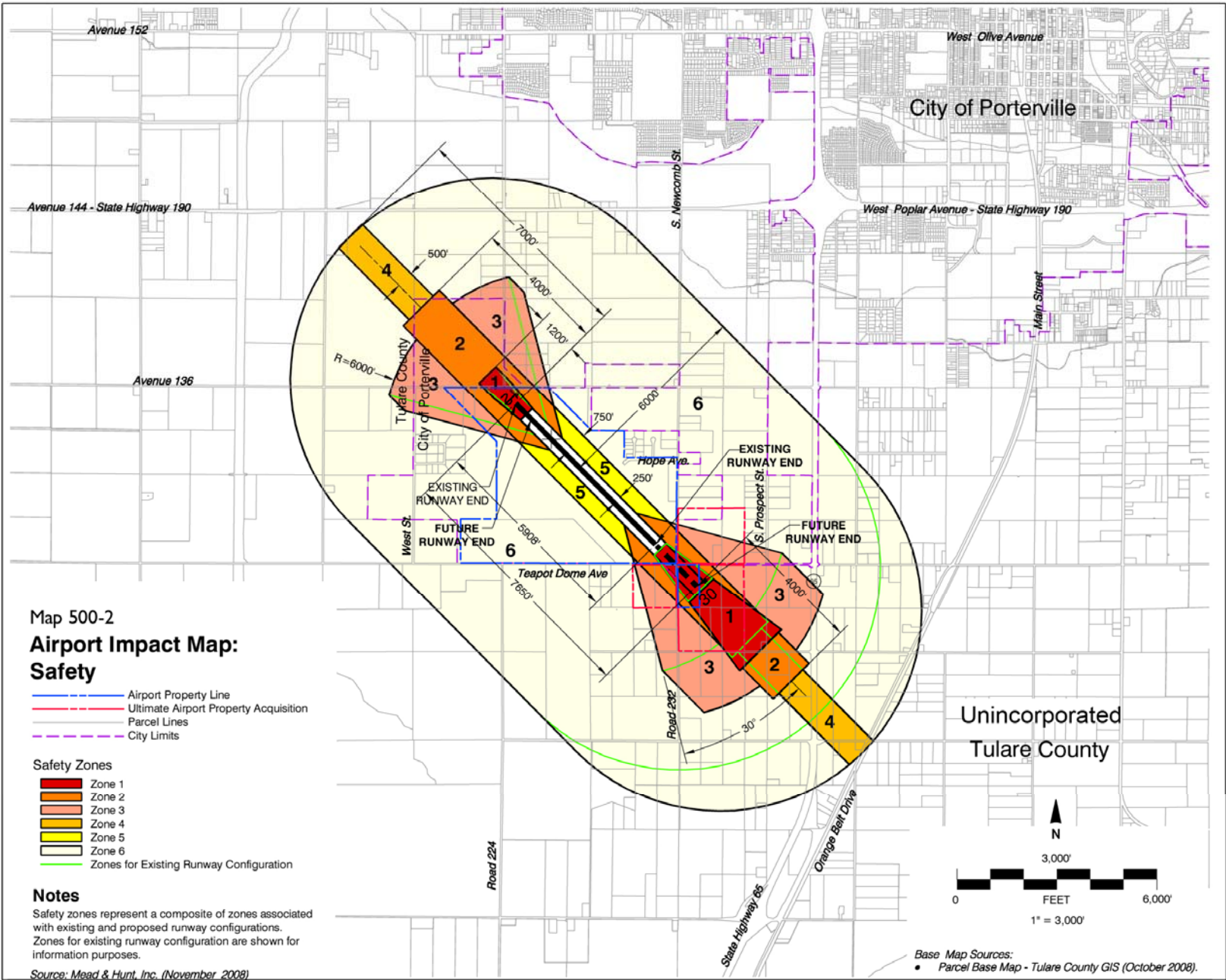
500.09 Nonconforming Uses

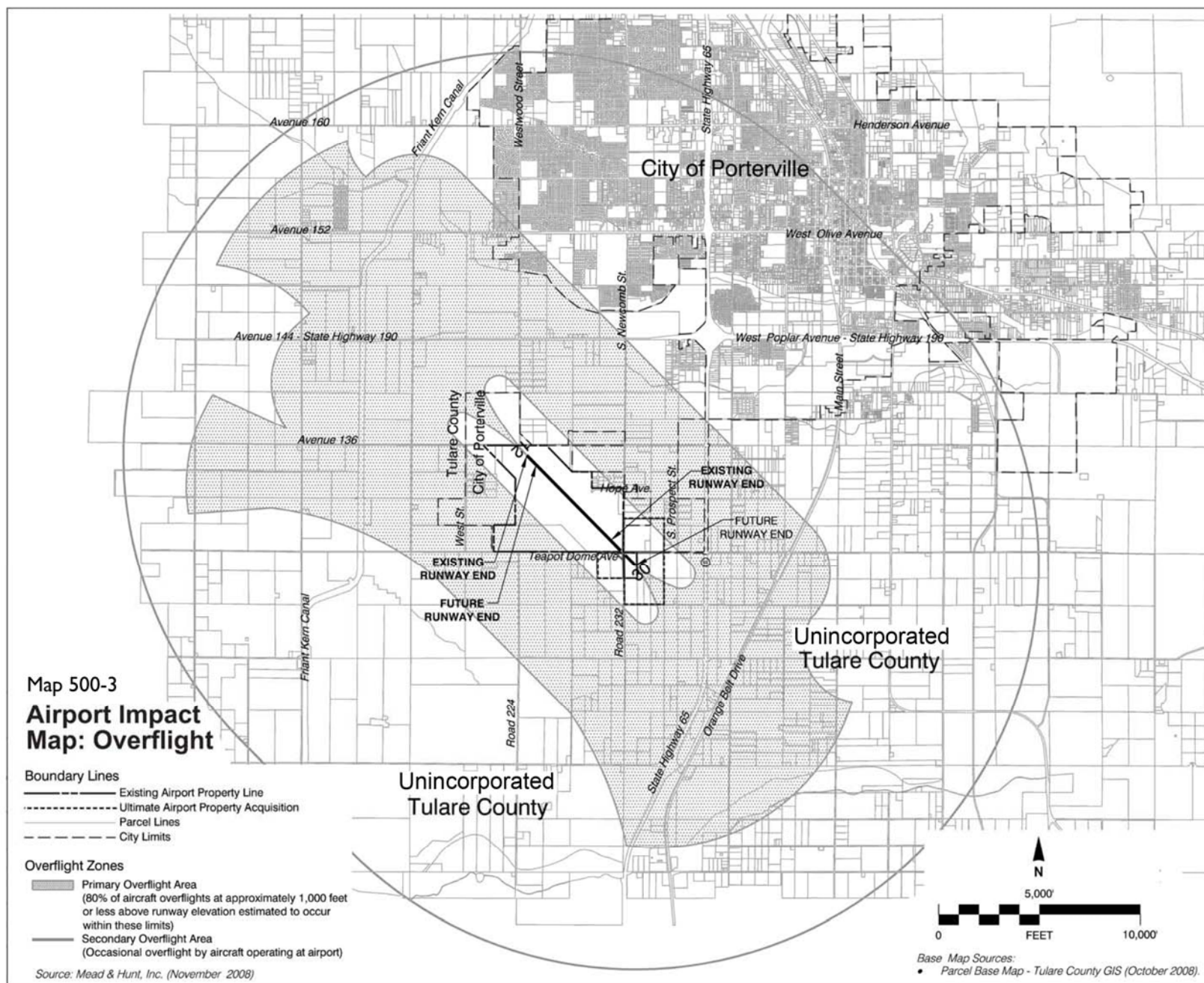
Lawful nonconforming structures may be continued and maintained without being required to conform to the requirements of this chapter in accordance with the following.

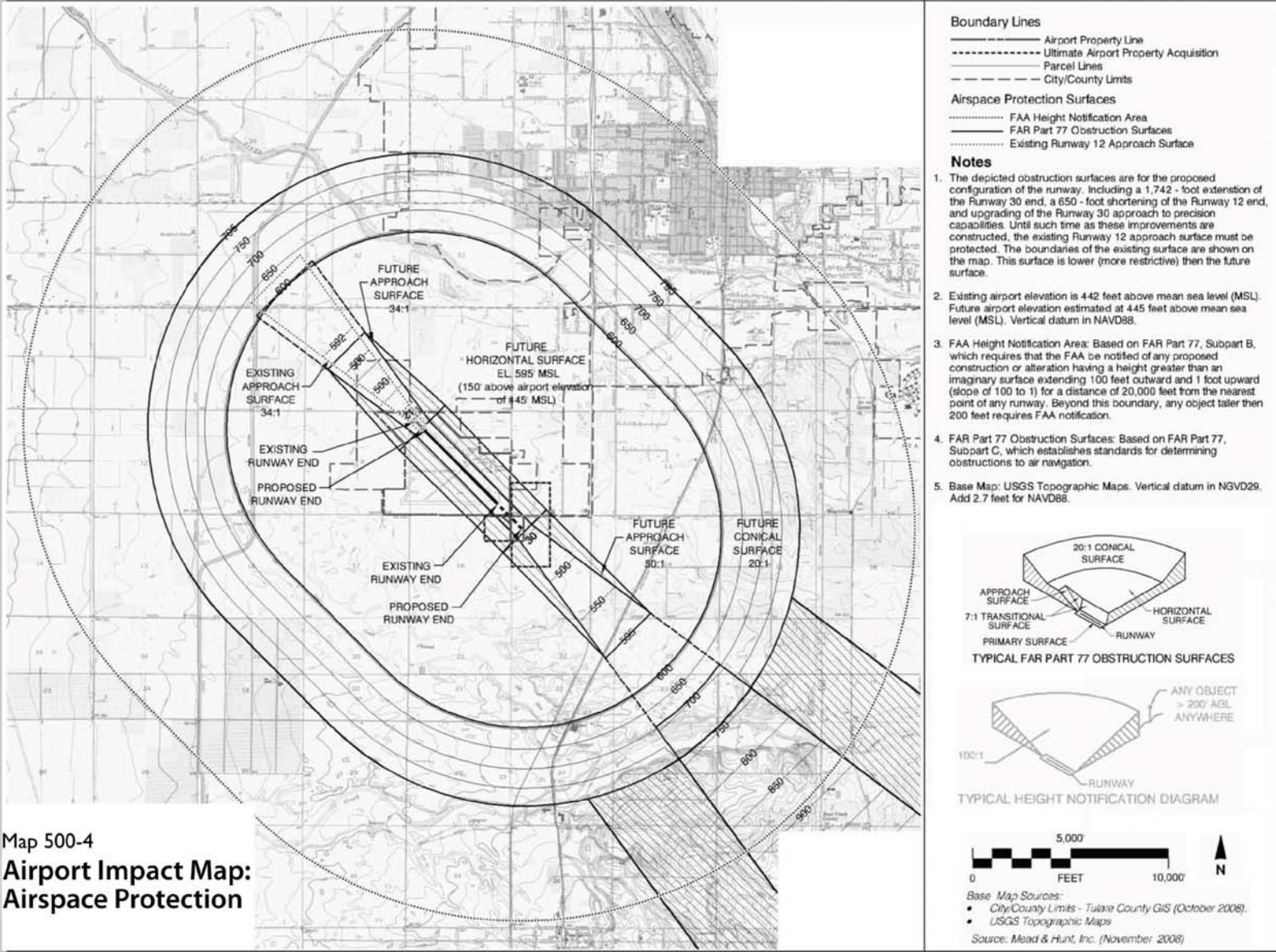
- (a) **Residential Single Family.** A nonconforming single-family dwelling may be maintained, remodeled, reconstructed, or expanded in size as long as there is no increase in the number of dwelling units. Secondary dwelling units may be constructed. The lot line of an existing single-family residential parcel may be adjusted as long as it does not result in an increase of allowable density.
- (b) **Residential Multi-Family.** Nonconforming multi-family residential dwellings may be maintained, remodeled, or reconstructed. The size of individual dwelling units may be increased, but additional dwelling units may not be added. Sound attenuation and aviation easement dedication requirements established by this chapter shall apply.
- (c) **Non-Residential.** Nonconforming nonresidential facilities may be maintained, altered, or reconstructed. However, any such work must not result in expansion of either the portion of the site devoted to the nonconforming use or the floor area of the buildings and must not result in an increase in the usage intensity (the number of people per acre) above the levels existing at the time of adoption of this Ordinance. Sound attenuation and aviation easement dedication requirements established by this chapter shall apply.

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Chapter 501 Hillside Zone (HZ) Overlay District

Sections:

501.01	Purpose and Intent
501.02	Applicability
501.03	Required Plans and Materials
501.04	Land Use Regulations
501.05	Ridgelines
501.06	Grading
501.07	Site Drainage Improvements
501.08	Street Requirements and Design
501.09	Open Space
501.10	Landscaping and Irrigation
501.11	Development Standards

501.01 Purpose and Intent

- (a) The Hillside Zone (HZ) Overlay District is established to achieve the City's objective to facilitate and permit the orderly development of property within the hillside areas through a set of hillside development standards aimed at protecting the public health, safety and welfare; protecting and preserving natural and biological resources for the long-term benefit of the Porterville community and the broader community; recognizing the inherent value in the properties subject to this chapter; allowing size, type, location, density, and intensity of development based on available infrastructure, the geographic steepness of terrain, presence of unique geographic conditions and constraints, and presence of environmentally sensitive areas; and optimizing the use of sensitive site design, grading, landscape architecture, and architecture, all to achieve the City's objectives.
- (b) The HZ Overlay District and the regulations contained in this chapter are intended to provide development that is consistent with and serves to implement the goals and policies of the General Plan for properties classified in the HZ Overlay District. Specific regulations and standards address the following City objectives:
 - (1) To uphold the value of the community and the subject property by protecting ridgelines, prominent landforms, rock outcroppings, open space areas, hydrologic features, wildlife communities, unique and sensitive habitat and vegetation communities, and other natural, biological, and scenic resources.
 - (2) Enable property owners to select suitable development sites on their real property for new hillside development projects founded on science-based conclusions, including the use of slope density calculations and maximum land holding capacity, to determine the appropriate density and intensity of a structure that can be built on a particular hillside slope.
 - (3) To provide for hillside development that maintains the integrity of the hillsides' natural characteristics and features.

FIGURE 501.01(B)(1): HILLSIDE DEVELOPMENTS



Hillside developments should be designed with respect to natural hill characteristics and development intensity appropriate for the area.

- (4) To ensure the ridgelines that frame the City of Porterville will be preserved to the greatest extent possible.

FIGURE 501.01(B)(2): RIDGELINES



Significant Ridgelines shall be preserved.

- (5) To facilitate the protection of existing views from vantage points within public open spaces, rights-of-way, public parks, and private development from encroachment upon by new development.
- (6) To minimize grading and cut and fill operations where possible to retain the natural character of the hillside areas.

- (7) Minimize water runoff and soil erosion incurred in adjusting the terrain to meet onsite and offsite development needs.
- (8) To encourage all the characteristics and qualities of a cohesive neighborhood that promotes a “sense of place” within a hillside setting.
- (9) To promote and encourage a variety of high-quality, alternative architectural and development designs and concepts appropriate for hillside areas.
- (10) To preserve the public health, safety, and welfare and specifically protect the public and property from hazards such as seismic, geologic, hydrologic and fire, including damage to property from landslides, erosion, earth creep, and storm water runoff, and other hazards in and near hillsides.
- (11) To reflect the City's design goals and policies expressed in the General Plan.
- (12) To require that infrastructure such as but not limited to roads, utilities, drainage, and sound attenuation barriers serve both a utilitarian and aesthetic purpose.
- (13) To ensure that open space is an integral part of subdivision design.

FIGURE 501.01(B)(3): LANDSCAPING



Landscaping shall be used for aesthetic enhancement, erosion control and transition to natural open space areas.

- (14) To provide areas where residents can enjoy active and passive recreation.

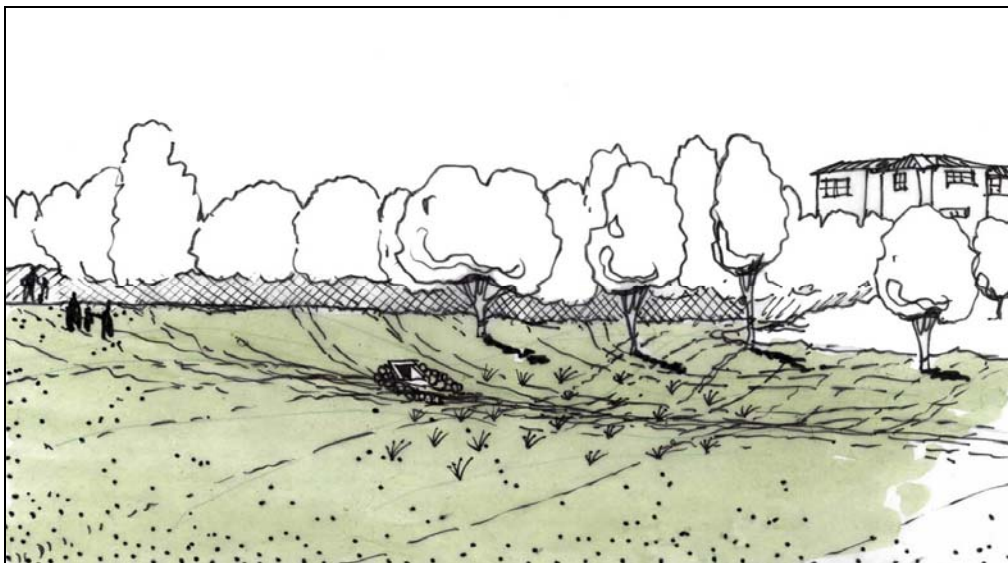
FIGURE 501.01(B)(4): OPEN SPACE AREAS



Open space shall be an integral component of subdivision design, with developed open space areas

- (15) To ensure that proper landscape setbacks are provided to separate residential uses from non-residential uses and to allow for transitions between natural open space and development.

FIGURE 501.01(B)(5): BIOSWALES



Bioswales and similar natural landscaped runoff control facilities shall be used to enhance appearance and allow for groundwater recharge.

- (16) To ensure that the circulation system is a beneficial element in the hillside development setting and maintains, to the greatest extent possible, the natural characteristics of a hillside environment.
- (17) To ensure quality development that blends with the hillside environment, and to create neighborhoods that display a cohesive and harmonious form and complementary architectural styles.
- (18) To minimize resource consumption through the use of a drought-tolerant native plant palette.

501.02 Applicability

The HZ Overlay District shall be applied to all properties within the incorporated boundaries of the City of Porterville, as well as those properties within the City's official Sphere of Influence, as may be amended from time to time, that are designated Hillside Development Zone on the Porterville 2030 General Plan Land Use Diagram.

The regulations of this Ordinance and requirements or conditions imposed pursuant to this Ordinance shall not supersede any other regulations or requirements adopted or imposed by the Porterville City Council, the State of California, or any federal agency that has jurisdiction by law over uses and development authorized by this Ordinance, including the Urban Wildland Interface Code. Where conflict occurs between the provisions of the Ordinance and any other city Ordinance, chapter, resolution, guideline or regulation, the more restrictive provisions shall control, unless otherwise specified.

501.03 Required Plans and Materials

The following information is supplemental to the basic requirements for submittal of subdivision maps, information and/or other entitlement applications required for review by the Zoning Administrator and City Council. The specified data shall be submitted concurrently with all required application forms and fees, provided that the Zoning Administrator may waive submission of items deemed unnecessary. Where appropriate, the following information may be combined onto submittal exhibits. The submittal of applications for parcel maps, containing four (4) or fewer lots, shall only require items A, B, D and E.

- (a) **Topographical Map.** A topographical map at a scale specified in development applications. This map shall identify all existing slope banks, ridgelines, canyons, natural drainage courses, federally recognized blue-line streams or Waters of the United States, rock outcroppings, existing manmade features, mines, and existing vegetation. The topographic map shall include areas of protected plant or animal communities identified in the biological resource survey report described in Subsection G2 below. Also depicted shall be known landslides and other existing geologic conditions.

(b) **Conceptual Grading Plan.** A conceptual grading plan, which shall include the following items in addition to those required by the City Code:

- (1) Top of walls
- (2) Top of curbs
- (3) High point and low point elevations
- (4) Pad and/or finished floor elevations
- (5) Areas of cut and fill, calculated as a percentage of the total site area
- (6) Contours for existing and proposed topography. Existing contours shall be depicted with a dashed line with every fifth contour darker, and proposed contours shall be depicted as above except with a solid line. Contours shall be shown at minimum intervals of five (5) feet of change in elevation, with two (2) foot contours shown in the flatter areas below ten (10) percent
- (7) Lot and pad dimensions, along with a statistical summary of lot and pad sizes
- (8) Design of roads and driveways, including average grades indicated, as well as areas of the steepest grade
- (9) Lot drainage, including the gradient of the drainage and flow velocities

(c) **Cut and Fill Map.** A cut and fill map identifying proposed fill areas colored blue and cut areas colored red, with depths of such areas clearly shown in ten (10) foot major contour lines. Quantities of each cut and fill area shall also be clearly specified on the map.

(d) **Slope Analysis Map**

- (1) A detailed slope analysis map to use in determining the average slope and the amount and location of land as it exists in its natural state. For the slope analysis map, the applicant shall use a base topographical map of the subject site, prepared and signed by a registered civil engineer or licensed land surveyor. The map shall have a scale of not less than one (1) inch to one hundred (100) feet and a two (2) foot contour interval. This interval may be adjusted with the approval of the Zoning Administrator and City Engineer on the basis of good engineering principles. This base topographical map shall include all adjoining properties to the extent necessary to determine impacts to neighboring properties to portray the site's context. The slope map shall delineate slope bands, with monochromatic but distinct colors for the following slope ranges:

- a. Up to five (5) and nine-tenths (5.9) percent
- b. Six (6) percent to ten and nine-tenths (10.9) percent
- c. Eleven (11) percent to twenty and nine-tenths (20.9) percent
- d. Twenty-one (21) percent to twenty-five and nine-tenths (25.9) percent
- e. Twenty-six (26) percent to thirty and nine-tenths (30.9) percent

- f. Thirty-one (31) percent to fifty (50) percent
 - g. Greater than fifty (50) percent
- (2) Also included shall be a tabulation of the land/area by slope percentage specified in acres. Such slope map shall be prepared using CAD-based or GIS-based software specifically designed for such purpose and approved for such use by the City Engineer.
- (3) A calculation of the average slope of the entire parcel pursuant to Section 103.07, Determining Average Slope.
- (4) Calculations of average slope percent shall be based upon accurate topographic surveys using a two (2) foot contour interval and a horizontal map scale of one (1) inch : 100 feet or larger.
- (5) The slope analysis shall be stamped and signed by a registered or licensed professional to provide such analysis and indicating the datum, source, and scale of topographic data used in the slope analysis.
- (e) **Future House Plotting Map.** In the event that no grading is proposed, a statement to that effect shall be filed with a plan that shows possible future house plotting and driveway design for each parcel proposed. This future house plotting map shall be prepared on a topographic map at the scale required in the development application. Access drive and street elevations must be provided.
- (f) **Site Sections.** Sufficient number of site sections to clearly illustrate the extent of the proposed grading. The sections shall:
 - (1) All be drawn at the same scale and indexed, or keyed, to the existing topography, grading plan, and project site map. Both vertical and horizontal scales shall be indicated and not overly exaggerated. The site section shall extend at least one hundred fifty (150) feet outside the project site boundary to clearly show impact on adjacent property.
 - (2) The site sections shall be stamped and signed by a licensed professional registered in the State of California indicating the datum, source, and scale of topographic data used in the slope profiles.
 - (3) The site sections shall be stamped and signed by a registered civil engineer indicating the datum, source, and scale of topographic data used in the slope profiles, and attesting to the fact that the slope profiles have been accurately calculated and identified.
- (g) **Technical Reports.** The following technical reports:
 - (1) A geologic and soils report prepared by a licensed professional, in sufficient detail to substantiate and support the design concepts presented in the application as submitted
 - (2) A biological resource survey report identifying all existing plant communities, with sensitive or protected species or communities clearly delineated, as well as known habitat area for protected animal species, including the location of sensitive biological resources. All sensitive species

surveys shall be conducted in accordance with any applicable protocols established by the U.S. Fish and Wildlife Service and the California Department of Fish and Game. The applicant shall engage in a third party agreement with the City and the selected biological consultant and provide the funding for purposes of payment to the consultant. The report shall be signed by the person preparing such report, with the signature intended to verify that the mandatory protocols were conformed to in the analysis as per the City's local guidelines for implementing the California Environmental Quality Act (CEQA). The submission of the biological survey may be deferred until after initial project submittal as approved by the Environmental Coordinator.

- (3) An archaeological survey subject to the same terms as provided in Subsection G2. above.
- (h) **Architectural and Landscaping Design Guidelines Manual.** A comprehensive architectural and landscaping design guideline manual shall be part of the development application. Such manual shall be required for all Hillside Development Permit applications except those involving the construction of one (1) single-family dwelling unit on an existing lot, in which case Subsection I below shall apply. Such manual shall be approved as part of the applicable Hillside Development Permit and shall be binding upon all subsequent development authorized by that applicable Hillside Development Permit. The manual shall include the following, but the applicant/land owner may include additional information at his/her discretion.
 - (1) Illustrative, color drawings, photos or similar representations of the various architectural styles to be used with text and visual descriptions on the overall architectural theme of the project.
 - (2) A neighborhood design diagram depicting the locations of proposed vehicular and pedestrian circulation, utility easements, developable pad, property lines, perimeter setbacks, parks, and recreation centers.
 - (3) Identification of exterior building materials (structure and trim), roofing materials, and colors for primary structures.
 - (4) Illustrations and descriptions of permitted fencing and wall materials.
 - (5) Illustrations and descriptions of permitted/proposed signage and entry treatments.
 - (6) Description and illustrative drawings or similar representations of how the architecture and building approaches established in the manual implement the Architectural Standards set forth in Subsection 501.11(g), Architectural Standards – General.
 - (7) Identification of landscaping approaches and plant palettes for all common open space areas, roadway medians, edge and berm treatments, common slopes, and private front yard areas.

- (8) Description of how the landscaping approaches and plant palettes established in the manual implement the Landscape Standards set forth in Section 501.10, Landscaping and Irrigation.
- (i) **Single Lot Applications.** For applications involving one (1) single-family dwelling unit residence on an existing lot or a second unit on a single lot, architectural and landscaping treatment materials shall be provided.
- (j) **Additional Analysis.** The following items shall also be required as part of an application, unless waived or conditionally waived by the Community Development Director or the City Council to aid in the analysis of the proposed project to illustrate existing or proposed conditions or both:
 - (1) A topographic model and/or large scale detailed partial model at a one (1): one (1) vertical to horizontal relationship.
 - (2) A line of site or view analysis as described in Subsection L below.
 - (3) Visual simulation of the post-development condition, including use of photographic and/or computer generated graphic renderings as described in Subsection L below.
- (k) **Landscape and Irrigation.** Preliminary landscape and irrigation plans for all common areas showing project compliance with the provisions of this Article and requirements of the City Fire Chief for fire hazard mitigation and brush management zones in Chapter 12, Article III of the City Code and the State Code regarding wild land interface in State Response Areas.
- (l) **Visual Simulation**
 - (1) **Photography.** The requirement for a visual simulation provides decision makers with a pictorial representation of the future condition of a development project as close to reality as possible. The photograph is the basis of view simulation, and care shall be taken in the camera selection. The goal is to provide an analysis that, as closely as possible, represents site views from a variety of locations distant from the project and from surrounding areas that will have a direct view of the project.
 - (2) **Control Data.** The location of the camera shall be recorded as accurately as possible at the time the photograph is taken.
 - (3) **Computer Modeling.** Depending on the project site location, the proposed project may be required to be modeled based on subdivision design, architectural, and landscape data. Existing terrain, buildings, survey data, and any field notes shall be included in the modeling effort. The level of detail included in the computer model will be determined by the intended use of the simulation.
 - (4) **Staging.** The computer model shall be aligned to the photographs in the rendering software utilizing the alignment data and the lens and focal length of the camera used. The model shall be lighted according to the time of day and year and the views rendered.

- (5) **Rendering.** The rendering process shall be completed after aligning the model to the photograph. The subject matter shall be colored and textured to simulate the proposed project as closely as possible.
- (6) **Photocomposition.** Any retouching undertaken to make foreground objects visible shall be done in such a way so as to preserve the original photograph and the rendered image intact.

501.04 Land Use Regulations

- (a) **Uses Requiring a Hillside Development Permit.** The following uses require a Hillside Development Permit.
 - (1) Any subdivision of land.
 - (2) Lighting of tennis courts, basketball courts, and similar sports courts.
 - (3) Detached garages and other accessory structures containing more than fifteen hundred (1,500) square feet in gross floor area.
 - (4) Stables, corrals, and similar facilities for the private noncommercial keeping and containment of animals.
- (b) **Uses Requiring an Administrative Hillside Development Permit.** The following uses of land are permitted after review and approval of an Administrative Hillside Development Permit.
 - (1) Single-family dwelling unit, detached or attached.
 - (2) Second dwelling units.
 - (3) Detached garages and other accessory structures, up to a maximum of fifteen hundred (1,500) square feet in gross floor area.
 - (4) Swimming pools, spas, ponds, and associated hardscape and landscape improvements that involve the construction of any retaining walls over three (3) feet in height, subject to the issuance of a grading permit and required building permits.
 - (5) Tennis courts, basketball courts, and similar sports courts, subject to the issuance of a grading permit and required building permits.
 - (6) Public and private parks.
 - (7) Landscaped parkways and medians, landscaped slopes, and similar other open spaces.
 - (8) Riding and hiking trails for pedestrians, equestrians and non-motorized vehicles.
- (c) **Permitted Accessory Uses.** The following are permitted as accessory uses clearly subordinate to the principal use of the property.
 - (1) Animal Raising.
 - (2) Crop Cultivation.

501.05 **Ridgelines**

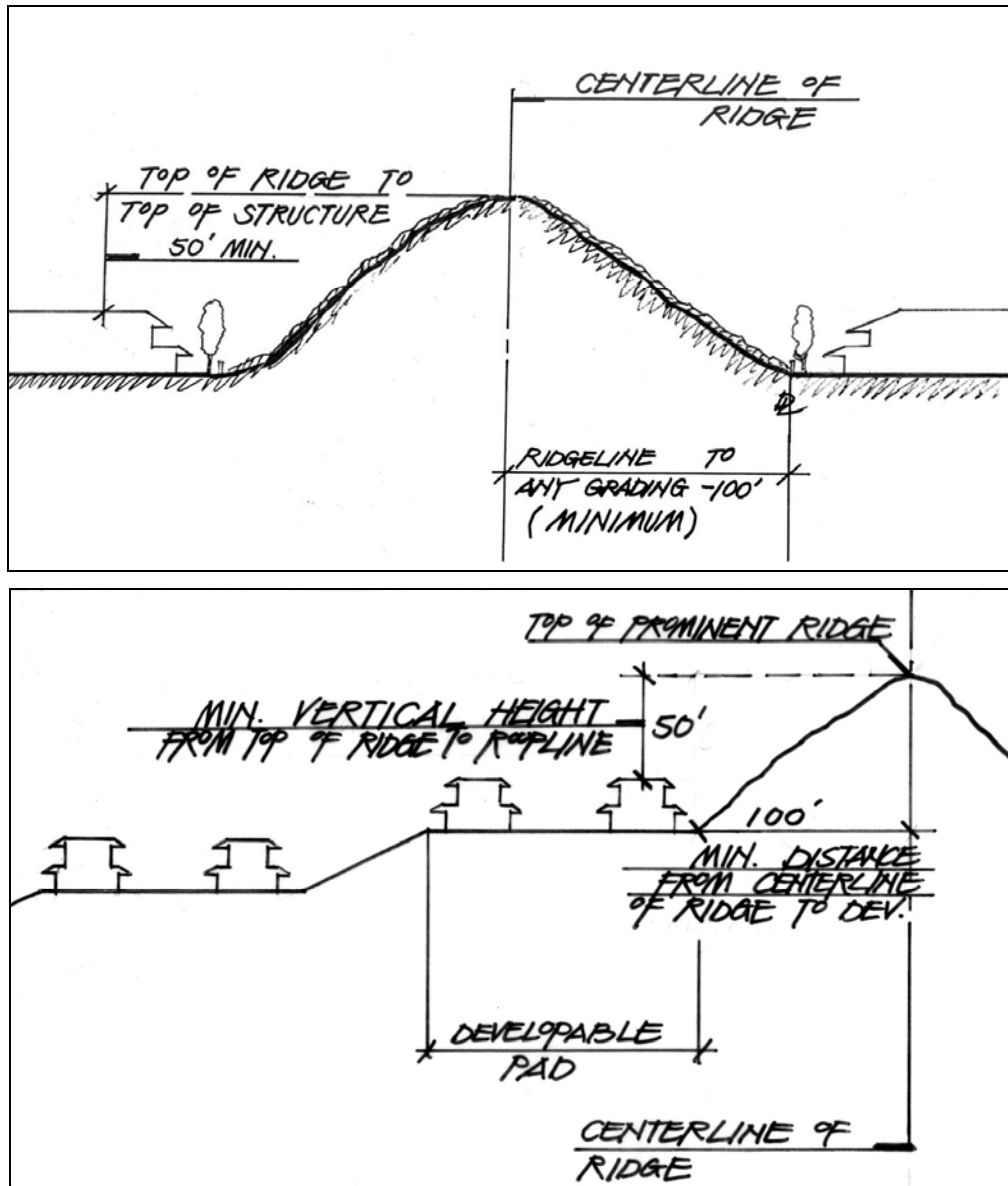
(a) **Significant Ridgelines.** The Official Significant Ridgeline Map, incorporated herein by reference and identified on the Porterville 2030 General Plan Land Use Diagram, identifies crests of significant ridgelines in the City for the purpose of this chapter. The precise delineation of a ridgeline shall be determined at the time a development application is received based on Official Significant Ridgeline Map and the following criteria. Significant ridgelines are those ridgelines characterized by any combination of the criteria specified below.

- (1) The ridgelines that surround or visually dominate the surrounding valley landscape either through their size in relation to the hillside or mountain terrain of which they are a part.
- (2) Their visual dominance as characterized by a silhouetting appearance against the sky.
- (3) A significant natural backdrop feature or separation of communities.
- (4) Visual dominance due to proximity and view from existing development or major corridors.
- (5) As an area of significant ecological, historical, or cultural importance, such as those that connect park or trail systems.

(b) **Ridgeline Preservation**

- (1) No grading or improvements shall occur within one hundred (100) feet of a designated and delineated significant ridgeline area, as measured horizontally on a topographic map prior to any grading or improvements. No portion of any structure shall be closer to a designated and delineated significant ridgeline area, as measured fifty (50) feet vertically from a cross section of the area.
- (2) No engineered slopes, housing construction, streets, utilities, excavation, or other permanent human-made features shall be permitted within any significant ridgeline area. Exceptions may be granted as part of the Hillside Development Permit process if findings are made that:
 - a. The encroachment into a significant ridgeline area will be in compliance with the intent and purpose of this chapter and the specific criteria set forth herein; and
 - b. That conditions of approval applied via the Hillside Development Permit will implement the provisions of this chapter.

FIGURE 501.05(B)(1): RIDGELINE SETBACKS



Significant Ridgeline Setbacks

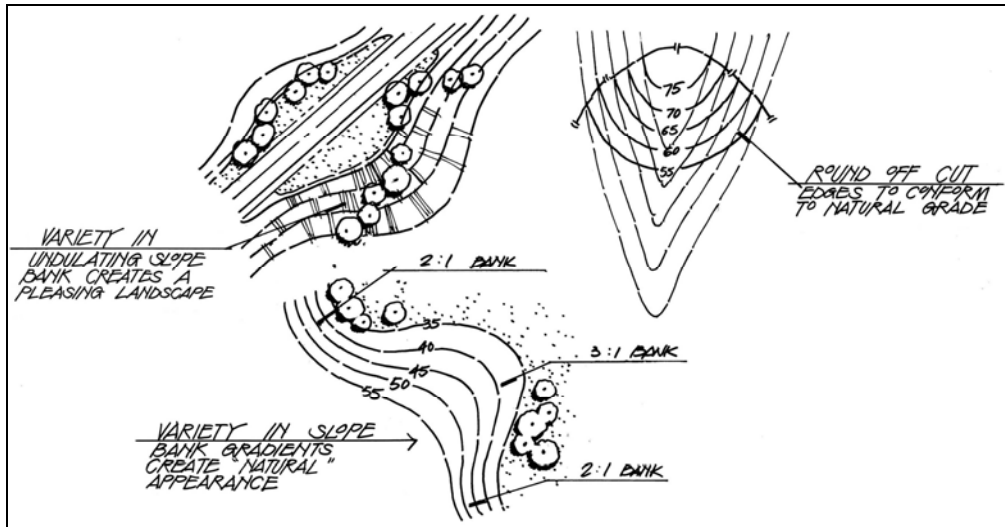
501.06 Grading

(a) General Grading Requirements

- (1) Landform grading techniques such as varying slope height, rounding tops and toes of slopes, and incorporating variable gradients shall be used to ensure that manufactured slopes mimic natural hill forms. Landform grading shall be used for all post-disturbance conditions unless determined by the Zoning Administrator and the City Engineer that landform grading is not feasible due to soils conditions, encroachment into sensitive biological resource areas, protection of watersheds or watercourses, or other similar

considerations. Findings shall be recorded as part of the Hillside Development Permit record as to why landform grading is not feasible. Grading shall be kept to a minimum and shall be preformed in a way that preserves significant natural features and visually blends with adjacent properties. Factors to be considered include the natural features of the site, slope and soil characteristics, vegetative cover, access to the site and orientation and visibility of both the site and the proposed development.

FIGURE 501.06(A)(1): GRADING



Landform grading techniques will resemble natural slopes.

- (2) Construction of artificial ridgelines shall be used to mask the view of dwelling from off-site locations, to preserve the appearance of a natural undeveloped hillside, and to preserve the appearance of open space.
- (3) A combination of berming and landscaping shall be used to screen utilitarian features such as, but not limited to, water tanks and detention basins.
- (4) Slopes which are readily visible from existing or proposed public right-of-way shall be landform graded.
- (5) Grading of any site shall conform to the following grading standards, based upon the percent of average slope.
 - a. Six (6) – fifteen (15) percent - Redistribution of earth over large areas may be permitted.
 - b. Fifteen (15) – twenty (20) percent - Some grading may occur, but landforms shall retain their natural character. Padded building sites may be allowed, but custom foundations, split level designs, stacking and clustering are expected to mitigate the need for large padded building areas.
 - c. Twenty (20) – twenty-five and nine-tenths (25.9) percent - Grading will be minimal, custom homes sites and access shall follow the natural slope of the ground, custom foundations and split level design required to reduce disturbance.

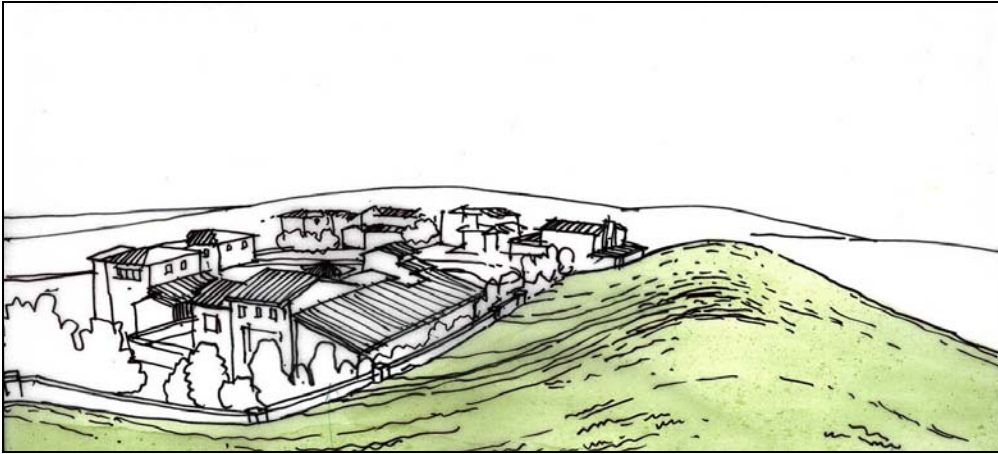
- d. Twenty-six (26) percent and steeper - No grading shall be allowed other than house pad and access to pad.
- e. Minimize pad size to accommodate the structure and a reasonable amount of open space. A maximum of the remaining lot area shall be kept in the natural state of the original slope.
- f. Sloping lot designs, such as split level building terraces are encouraged to reduce pad size.
- g. Minimize grading within twenty (20) feet of all perimeter property lines of the project site, unless the grading naturally conforms to the existing adjacent slopes or to the planned grading of the adjacent slopes.

(b) Prohibited Grading Practices

- (1) The cutting of significant ridgelines is prohibited.
- (2) Graded slopes that are characterized by linear (in plan), planar slope surfaces with unvarying gradients and angular slope intersections are prohibited.
- (3) Manufactured slopes shall complement the adjacent natural slopes in terms of hill form and slope height.

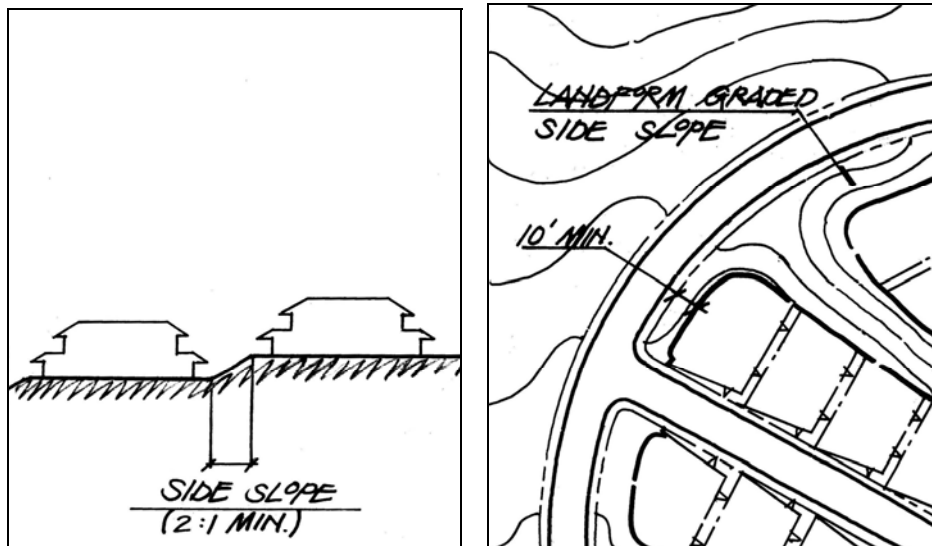
(c) Berming

- (1) Any berm three (3) feet or greater in vertical height shall be landform graded no steeper than 3:1.
- (2) All berms shall have varying slope gradients and rounded tops with a horizontal dimension half the vertical height of the berm.
- (3) A combination of berming and landscaping shall be used to screen utilitarian features such as, but not limited to, water tanks and detention basins.
- (4) Landscaping materials used on berms shall be drought tolerant and fire resistant and must be approved by the Parks and Leisure Services Director.

FIGURE 501.06(C): BERMING

Berms shall be used to help screen hillside development and utilitarian features where topography warrants it. From public view, the berm shall completely hide development and other structures, providing a view of natural slope face where topography warrants.

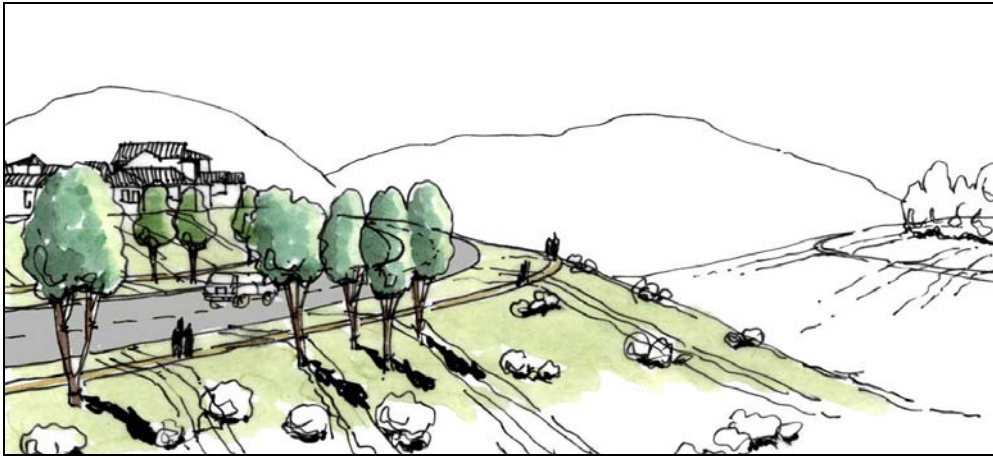
- (d) **Slopes between Residential Pads.** Where there is at least a four (4) foot elevation difference between residential flat pads, slopes shall be contour graded no steeper than two (2): one (1).

FIGURE 501.06(D): SLOPES BETWEEN RESIDENTIAL PADS

Corner lot setbacks are ten (10) feet from right-of-way to privacy wall.
Side slopes against public roads shall be landform graded.

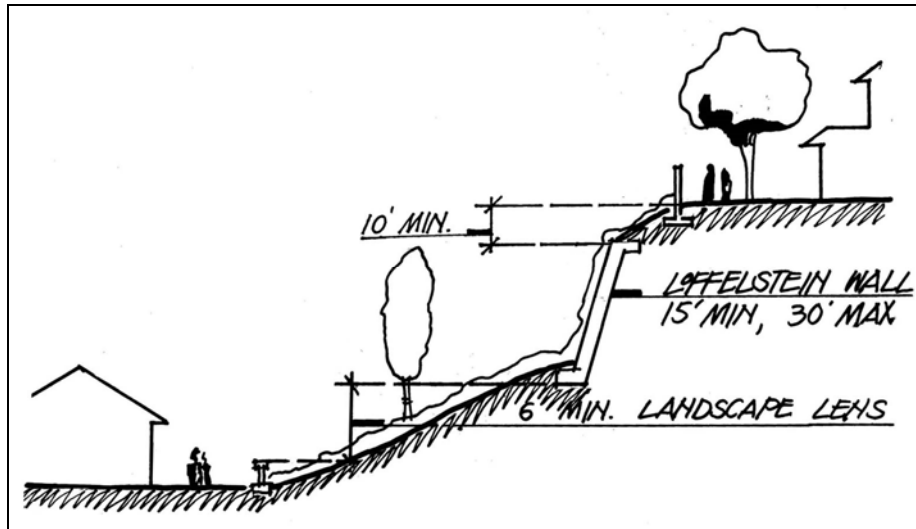
- (e) **Road Systems Along Project Edges.** Road systems shall be placed along project edges to the greatest extent practicable to maximize the use of aesthetic landscape buffers surrounding a development and to buffer residential neighborhoods from vehicular traffic. Project edges along roadway systems shall consist of varied slope and landscape treatments to provide visual interest.

FIGURE 501.06(E): ROAD SYSTEMS ALONG PROJECT EDGES



Road systems shall be placed along project edges to create a buffer between the project and adjacent land uses. This strategy, as illustrated above, can also provide a way to take advantage of panoramic views.

- (f) **Use of Loffelstein and Similar Living Walls.** The use of Loffelstein walls and other similar living wall systems that allow for landscaping opportunities with planting pockets and stepped designs is required. Such wall shall be subject to the following development standards.
- (1) The minimum height shall be fifteen (15) feet, with a maximum height of thirty (30) feet.
 - (2) Such walls shall utilize a curvilinear slope pattern to mimic the appearance of natural hillside terrain.
 - (3) Such walls shall be planted with landscape material suitable for the climate, wall exposure relative to the sun, and taking into consideration the landscape aesthetic effect to be achieved by the overall development. The color palette and materials selected for the retaining wall shall blend in with adjacent hillsides and landscape plant palette.

FIGURE 501.06(F): USE OF LOFFELSTEIN AND SIMILAR LIVING WALLS

Loffelstein walls and similar living wall systems retain large amounts of earth while providing planting pockets for landscaping. Once landscaping matures, the wall will be masked and have a softer appearance than a hardscape wall surface.

- (g) **Contour Construction and Materials.** Retaining walls shall follow the natural contours of the slope to the greatest degree practicable, and all materials used to construct retaining walls shall consist of native stone, poured-in-place concrete, pre-cast concrete block, and shall be of a color and texture that mimic the color and texture of surrounding native plant materials.
- (h) **Retaining Wall Height Standards.** The cumulative height of any retaining wall built to retain a cut slope or fill slope shall not exceed six (6) feet in height. Cumulative height shall mean the combined height of any wall or series of walls required to retain a single slope.

501.07 Site Drainage Improvements

- (a) **General.** Site and subdivision features required and designed to control and retain stormwater and other runoff pursuant to the requirements of City ordinances and other pertinent regulations shall be fully integrated into the design of the subdivision. Such features shall be designed and located to account for natural drainage patterns, integration of open space into overall subdivision design, location of trails and other mobility corridors, and placement of subdivision entry enhancements or other aesthetic features.

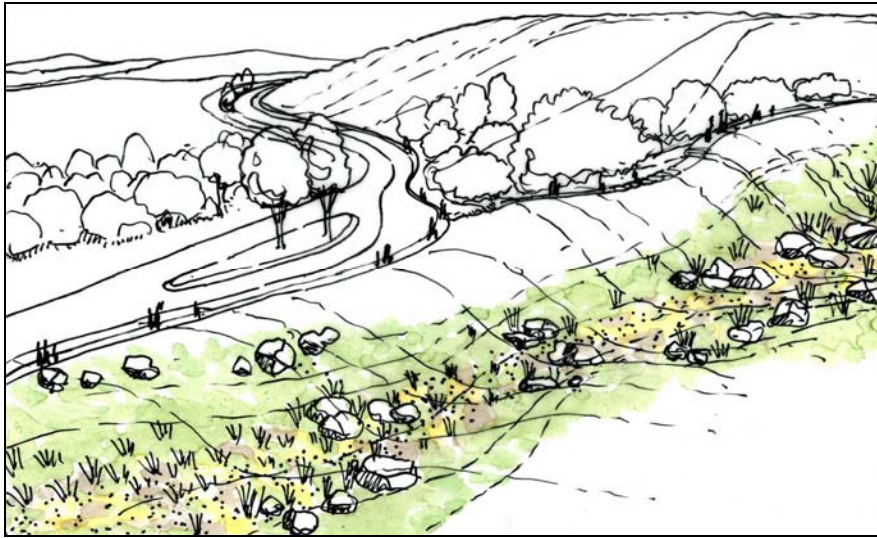
FIGURE 501.07(A): RUNOFF CONTROL



Natural landscaped runoff control facilities shall be used to enhance appearance and allow for groundwater recharge.

- (b) **Materials and Color.** Water retention and detention features shall consist of natural earth and plant materials that must be approved by the Parks and Leisure Director. Concrete or similar hardscape materials shall not be permitted unless determined by the City Engineer to be the only feasible method of capturing and conveying runoff. Wherever concrete or similar structures are necessary, per drainage and storm water control plans approved by the City Engineer, such structures shall use integral color concrete to blend with surrounding color palette that blend with the natural environment.
- (c) **Detention Basins**
 - (1) A detention basin area with gentle slopes (defined as three (3): one (1) or less) and lined with turf or natural material such as rock may be used as an entry feature. Detention basins shall not be eligible for open space, park credit, or any fee credit.
 - (2) Detention basin side slope ratios greater than three (3): one (1) are prohibited.
- (d) **Bioswales**
 - (1) Bioswales shall be used to collect surface runoff before it crosses pavement areas and to reduce ponding and damage to walkways. Bioswales shall be graded to direct water away from paved areas into detention basins prior to conveyance to the City drainage system per master plan.

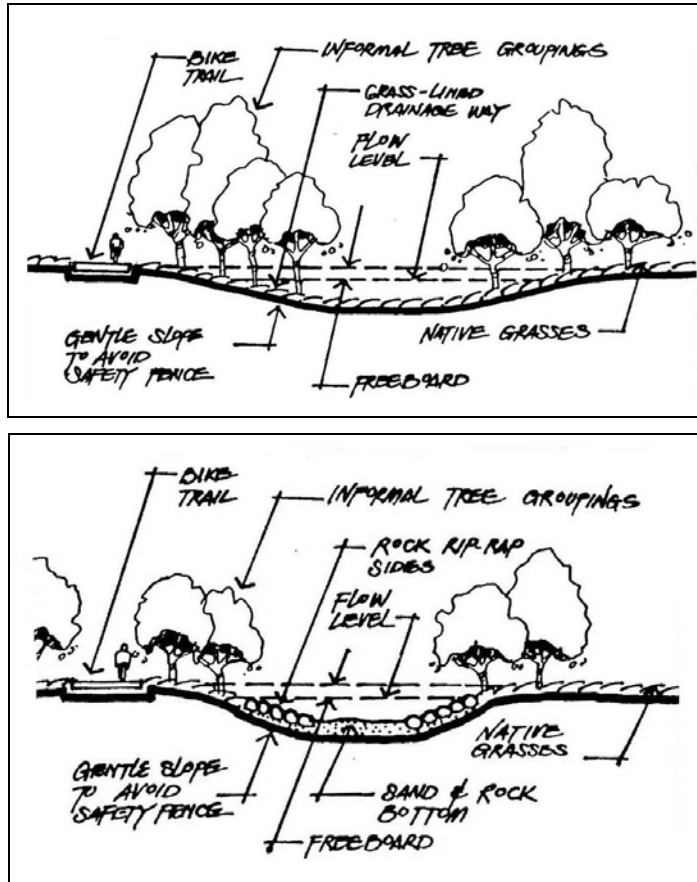
FIGURE 501.07(D)(1): USE OF BIOSWALES



Bioswales planted with native rocks and vegetation shall be used to the maximum extent to serve as a hillside community's drainage system.

- (2) Bioswales shall consist of primarily herbaceous plants whose stems and leaves retard water flow and help settle pollutants, and which, with the aid of the roots, decompose into the soil.

FIGURE 501.07(D)(2): LANDSCAPING OF BIOSWALES



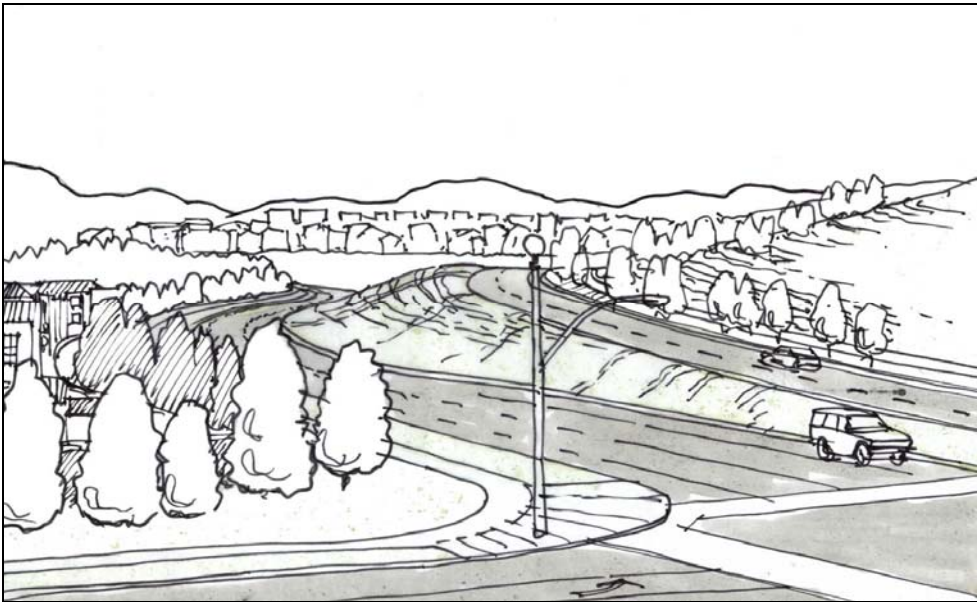
Bioswales shall incorporate landscaping and gentle slopes.

501.08 Street Requirements and Design

- (a) **Minimum Number of Access Points.** New hillside development projects shall have a minimum of two (2) points of vehicular access, one of which may be established for emergency access only, as determined by the Fire Chief through the Hillside Development Permit review process.
- (b) **Street Design Standards.** All streets shall be designed and constructed in accordance with the following standards.
 - (1) Street sections shall be designed in accordance with street standards and specifications adopted by the City and as revised from time to time. In addition to such adopted standards, the following street standards shall apply to development in the Hillside Residential zone.
 - a. The maximum length of any cul-de-sac street shall be six hundred (600) feet unless approved otherwise by the Fire Chief and City Engineer.
 - b. All streets shall contain two (2) clear twelve (12) foot travel lanes.

- (2) Where split level streets are used, the following standards shall apply.
- a. The use of split level roads is permitted to reduce the amount and visual effect of grading (Figure 501.08(B)).
 - b. The ground slope between the two (2) traffic ways shall be of a ratio less than two (2): one (1).

FIGURE 501.08(B): SPLIT LEVEL ROADWAYS



Use of split level roadways is permitted and encouraged where such design can be used to facilitate landform grading. This type of road can also maximize the view opportunities in the hillside setting.

- (3) Street grades shall not exceed the following except as may be modified by the City Council in compliance with of the Porterville City Code. The maximum length of street runs at the maximum specified grade shall be subject to the review and approval of the Fire Chief, or their respective designees. Minor adjustments to street grades shall be subject to the review and approval of the Fire Chief and the City Engineer.
- a. Major Arterials shall be no steeper than eight (8) percent.
 - b. Minor Arterials shall be no steeper than ten (10) percent.
 - c. Collector Streets shall be no steeper than ten (10) percent.
 - d. Local Streets shall be no steeper than ten (10) percent.
 - e. Loaded Local Streets shall be no steeper than eight (8) percent.
 - f. Intersections shall be at six (6) percent grade or less.
 - g. Local Streets can have a minimum centerline radius of one hundred fifty (150) feet provided minimum sightline distances are met.
 - h. Street grades at fire hydrant locations shall be no steeper than seven (7) percent for no less than twenty (20) feet on each side of hydrant.

(c) **Private Streets**

- (1) Private streets and alleys shall not be permitted unless approved by the City Council and, if approved, all private streets or alleys shall be constructed to City standards.
- (2) Driveway grades shall not exceed ten (10) percent unless otherwise approved by the Fire Chief and City Engineer. The finished grade of the driveway shall conform to the finished grade of the lot. Proper design consideration shall be given to vertical curves and parking landings.
- (3) Common drives in single family hillside residential development shall be considered if grading is reduced by their use. Common easement maintenance agreements are required for common driveways.

(d) **Driveways**

- (1) Driveways that are less than one hundred fifty (150) feet in length shall be a minimum of twelve (12) feet wide.
- (2) Driveways between one hundred fifty (150) feet and four hundred (400) feet shall be a minimum of sixteen (16) feet wide.
- (3) Driveways that are greater than four hundred (400) feet in length shall be subject to the approval of the Fire Chief.
- (4) Grade changes through driveway approaches and transitions shall not exceed ten (10) degrees.
- (5) Driveways shall be paved with asphalt or Portland Cement Concrete (PCC). PCC or an approved alternative shall be used when grades exceed ten (10) percent.
- (6) Private driveway gates are prohibited. All automatic gates across emergency access roads shall be equipped and maintained with a City of Porterville approved key-operated switch overriding all command functions and openings of gate(s).

501.09 Open Space

- (a) **Requirement to Provide Developed Open Space.** Developed Open Space shall be provided for attached residential development as set forth in Table 501.11(C)(4) and as otherwise required for this chapter to meet general landscaping, slope treatment, and parkway landscaping requirements.

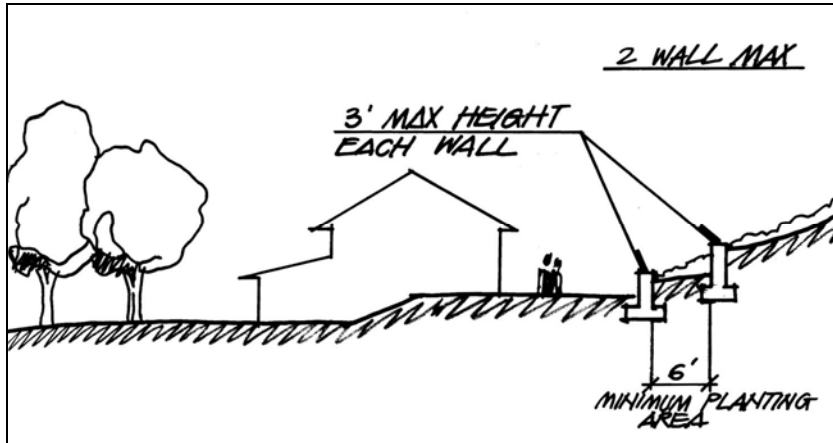
- (1) **Types of Open Space.** Open space in the HZ Overlay District shall consist of two (2) general types of open space:
 - a. Natural Open Space, which shall be defined as undeveloped areas retained in their naturally occurring condition with regard to landform, vegetation, and water features; with the exception of walking trails and viewing platforms.
 - b. Developed or Improved Open Space, which shall be defined as any area not occupied by structures that has been improved with

landscaping, trails, recreation amenities, and similar features that provide opportunities for active and passive recreation, and that provide landscape improvements that enhance the overall appearance and character of a development.

- (2) **Use of Natural Open Space.** Undeveloped open space shall be left in its natural state, with permitted improvements limited to the establishment of trails and associated viewing areas established as community open space.
- (b) **Deed Restrictions.** Any lands dedicated for open space purposes shall contain covenants and recordable deed restrictions burdening the subject property, in a form and content approved by the City Attorney, ensuring that:
 - (1) The open space area will not be subdivided in the future;
 - (2) The use of the open space will continue in perpetuity for the purpose specified;
 - (3) Appropriate provisions will be made for the maintenance of the open space that clearly define future maintenance responsibilities; and
 - (4) Common undeveloped open space shall not be turned into a commercial enterprise admitting the general public at a fee, unless otherwise authorized by policy or law.
- (c) **Open Space Ownership**
 - (1) The fee title owner or easement holder of an interest in the land that is dedicated for open space purposes shall be selected by the property owner, developer, or sub-divider, subject to the approval by the Zoning Administrator or City Council. The ownership may vest in, but not be limited to, the following:
 - a. The City, subject to acceptance by the City Council of a recordable interest.
 - b. Other public jurisdictions or agencies, subject to their acceptance.
 - c. Quasi-public and non-profit organizations, subject to their acceptance.
 - d. Homeowner associations, landscape maintenance districts or other similar organizations.
 - (2) The City may, in its reasonable discretion, require that the applicant establish a mechanism to fund the long-term maintenance of such open space, which may include a cash deposit, an assessment district, trust, or other appropriate funding mechanism.
- (d) **Maintenance.** The person or entity identified as having the right of ownership or control over the open space shall be responsible for its continuing upkeep and proper maintenance as set forth in Section 501.09(b), Deed Restrictions, unless the City authorizes alternate maintenance strategies.

- (e) **Required Planting Areas.** Slopes requiring retaining at a height greater than three (3) feet shall be terraced for planting areas. Such planting areas shall have a minimum width of six (6) feet. No more than two (2) terraces of retaining walls shall be permitted on one (1) manufactured slope.

FIGURE 501.09(E): PLANTING AREAS



Planting areas shall be provided between terraced retaining walls.

- (f) **Irrigation Systems Required.** All planting areas shall be provided with an automatic irrigation system.
- (g) **Landscaped Parkways Required**
- (1) All public streets shall include a landscaped parkway as indicated in the General Plan.
 - (2) Such required parkways shall be landscaped as set forth in Section 501.10, Landscaping and Irrigation.

501.10 Landscaping and Irrigation

Landscaping is an essential part of the site development by assisting in adapting the development into the natural backdrop of the hills, by providing areas of open space for use by residents and for assisting in slope stabilization, erosion control and filtering of pollutants from stormwater.

(a) Landscape and Irrigation Plan

- (1) All proposed new development shall require approval of a conceptual landscape plan. Complete landscape and irrigation plans shall be submitted as part of the building permit application process. Such plan shall be subject to the review and approval of the Parks and Leisure Services Director and the Fire Chief.
- (2) All landscape and irrigation plans shall include all information required by this Ordinance and shall be designed to ensure slope stability, fire safety,

and design quality, as well as a tree removal and retention plan with the following information.

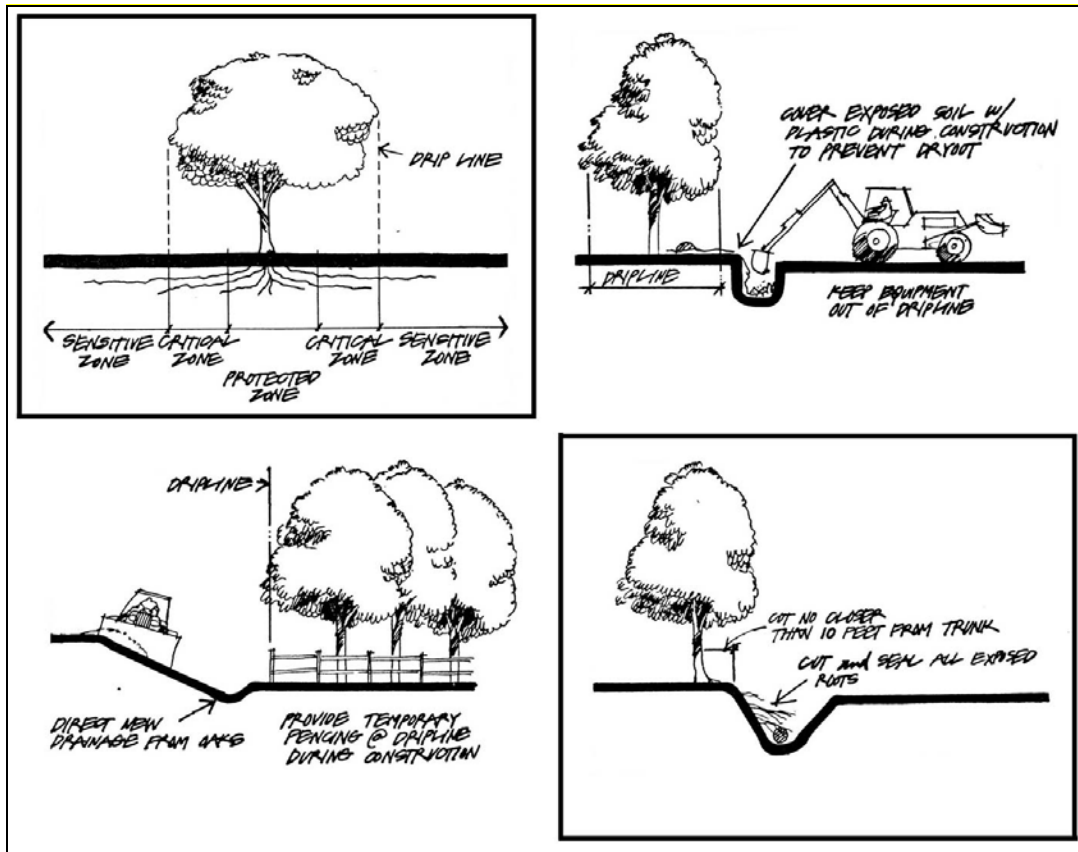
- a. Identification of the extent of vegetation removal required for site preparation and development; and
 - b. The location and species of individual trees of six (6) inch caliper or more. Maximum effort shall be exercised to retain existing trees in place.
- (3) The Zoning Administrator may waive the landscape and irrigation plan requirement for additions and remodeling where no or only minor alterations to the existing landscape or topography are proposed.
 - (4) All landscaping shall be planted and maintained in compliance with approved plans.

(b) **General Landscaping Standards**

- (1) All portions of a site where existing vegetative cover is damaged or removed, or consists primarily of weeds (typically unwanted plants that grow aggressively and are damaging to landscaping), and are not otherwise covered with new improvements, must be successfully re-vegetated with a substantial mix of native and/or drought tolerant grasses and ground covers. The density of the reestablished vegetation must be adequate to prevent soil erosion and invasion of weeds after one (1) growing season.
- (2) A combination of berming and landscaping shall be used to screen utilitarian features such as, but not limited to, water tanks and detention basins.
- (3) Plants with similar water requirements shall be grouped together in hydrozones.
- (4) Prior to planting, consideration of soil compaction shall be used to determine planting pit depths and drainage.
- (5) The Community Development Director and the Parks and Leisure Services Director shall have the authority to require other improvements such as the removal of dead or diseased trees and the thinning of trees or other vegetation to encourage desirable growth.

- (c) **Tree Removal and Replacement.** For each existing native tree or shrub removed or damaged with a combined caliper equal to or greater than six (6) inches at four (4) feet above finish grade, a twenty-four (24) inch box minimum replacement tree or shrub of the same genus and species or as otherwise approved by the Parks and Leisure Director shall be planted on the site. For trees equal to or in excess of an 8-inch combined caliper, the replacement tree shall be a forty-eight (48) inch box or larger of the same genus and species. Should a tree of the same genus and species not be available, the applicant shall submit reasonable proof of general unavailability in the region, and a list of no less than five (5) substitutes, one (1) of which shall be of the same genus, for approval by the Parks and Leisure Services Director. The Parks and Leisure Services Director may approve a substitute or may require provisions, including but not limited to bonds or similar security, to assure the installation and maintenance of the specific genus desired.

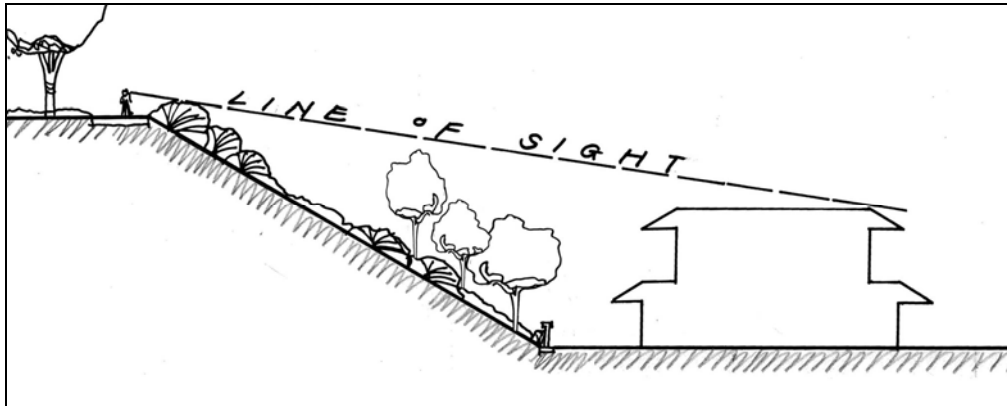
FIGURE 501.10(C): STANDARDS FOR TREE PROTECTION



(d) Setbacks/Slopes along Roadway Edges

- (1) The following setbacks from the curb face, or line that would be the location of the curb face, to the property line shall be required from the following roadways:
 - a. Major Arterial: eighty (80) feet
 - b. Minor Arterial: sixty (60) feet
 - c. Parkway: forty (40) feet
 - d. Collector: thirty-five (35) feet
 - e. Local Residential Street: twenty (20) feet
- (2) Setbacks and slopes along edges between roadways and rear property lines shall be fully landscaped with materials consistent with all other common open space areas. The landscape material shall transition in height to provide low vegetation immediately adjacent to the right-of-way edge to taller trees on the slope.

FIGURE 501.10(D)(1): LANDSCAPE PLANTING SENSITIVE TO VIEWS



- (3) Any manufactured slope in excess of four (4) feet vertical that abuts any public or private street or other right-of-way or open space use intended for public use and/or enjoyment shall be fully landscaped in accordance with the provisions of this chapter and shall be maintained by a homeowners association or other entity required as part of the tentative map approval process for the maintenance of common open space.

FIGURE 501.10(D)(2): LANDSCAPING ALONG RIGHT-OF-WAY



Landscaping along right-of-way edges shall exhibit a transition in height up or down the slope.

(e) Drought-Tolerant/Native Vegetation

- (1) All landscape plans must use native and/or drought-tolerant plant materials appropriate for their location and soil type, as identified in standard agricultural suitability soils test. Preferred landscaping materials shall

consist of native plants. Landscape and irrigation plans shall comply with the City's water efficient landscape requirements contained in Chapter 303, Landscaping.

- (2) All native vegetation outside the impact area shall be preserved and protected from damage during construction. Oak trees shall have a preservation zone of the dripline plus ten (10) feet surrounding the tree. Any project impact within this preservation zone shall be considered as damaging to the tree.

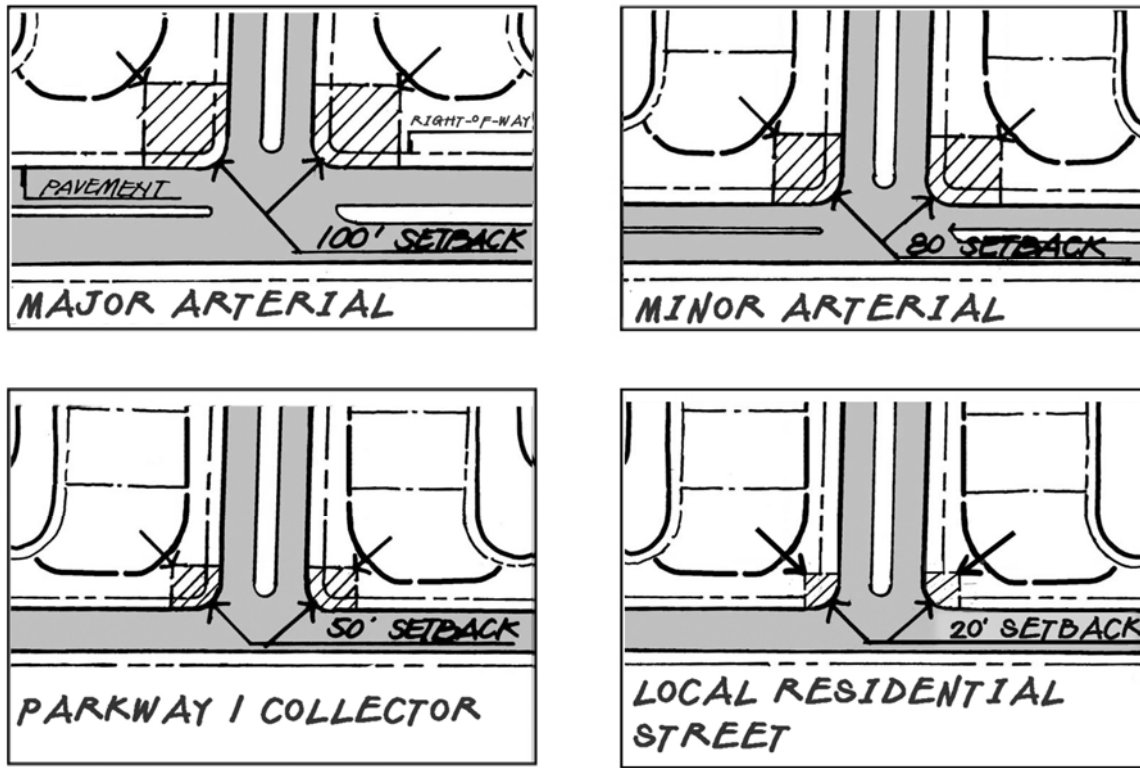
(f) **Interface between Natural Open Space Areas and Development**

- (1) The area between a structure and wildfire hazard areas, as contained within the General Plan and defined by the Fire Chief, shall be planted and maintained as consistent with the provisions of Subsection J. The transition between manufactured areas and natural areas shall be established beyond residential structures so as to permit the development to meet the State Code regarding wild land interface in State Response Areas.
- (2) Climactically suitable shrubs and trees shall be used as wind breaks as appropriate.

(g) **Landscaping as Focal Points.** Significant landscaping, such as signature trees (i.e., large or unique trees), hedges, and flowering plants shall be used to provide focal points within a development, including and specifically as entry statements that shall require the following setbacks measured diagonally from face of curb, or the line that would be the location of the curb face:

- (1) Major Arterial: one hundred (100) feet
- (2) Minor Arterial: eighty (80) feet
- (3) Parkway: fifty (50) feet
- (4) Collector: fifty (50) feet
- (5) Local Residential Street: twenty (20) feet

A landscape area shall then be provided generally matching the depictions within Figure 501.10(G). Provisions for maintenance of said landscape areas shall be an integral component of project approval. No landscaping or other features shall interfere with the established sight distance needed for safe vehicular access at intersections.

FIGURE 501.10(G): LANDSCAPED ENTRIES AND FOCAL POINTS**(h) Slope Maintenance and Erosion Control**

- (1) All cut and fill slopes shall be planted with native and/or drought-tolerant vegetation and irrigated with an automatic irrigation system to prevent erosion.
- (2) All cut or fill slopes exceeding five (5) feet in vertical height shall be planted with adequate plant material to protect the slope against erosion. Planting shall be in the ratio of at least one (1) shrub per sixteen (16) square feet of natural slope area and one (1) tree per four hundred (400) square feet of actual slope area, with ground cover to completely cover the slope within twelve (12) months from planting.
- (3) All shrubs shall be a minimum one (1) gallon size,
- (4) All trees shall be minimum fifteen (15) gallon size.
- (5) Slopes less than five (5) feet in vertical height shall be planted with ground cover to cover the slopes completely within twelve (12) months of planting.
- (6) Landscape coverage and stabilization of graded slopes shall be selected and designed to be compatible with surrounding natural vegetation. A City-approved irrigation system shall be utilized for plant establishment. A minimum three (3) feet flat area from top or toe of slope of twenty (20) feet or greater in height shall be maintained to face of wall or fence on common area maintenance slopes.

- (7) Shrubs on manufactured slopes shall be heavily concentrated along the drainage flow of swales.
- (8) Lawns and sod shall not be installed on slopes steeper than four (4): one (1). Low-maintenance bunch grasses can be used on slopes steeper than four (4): one (1).

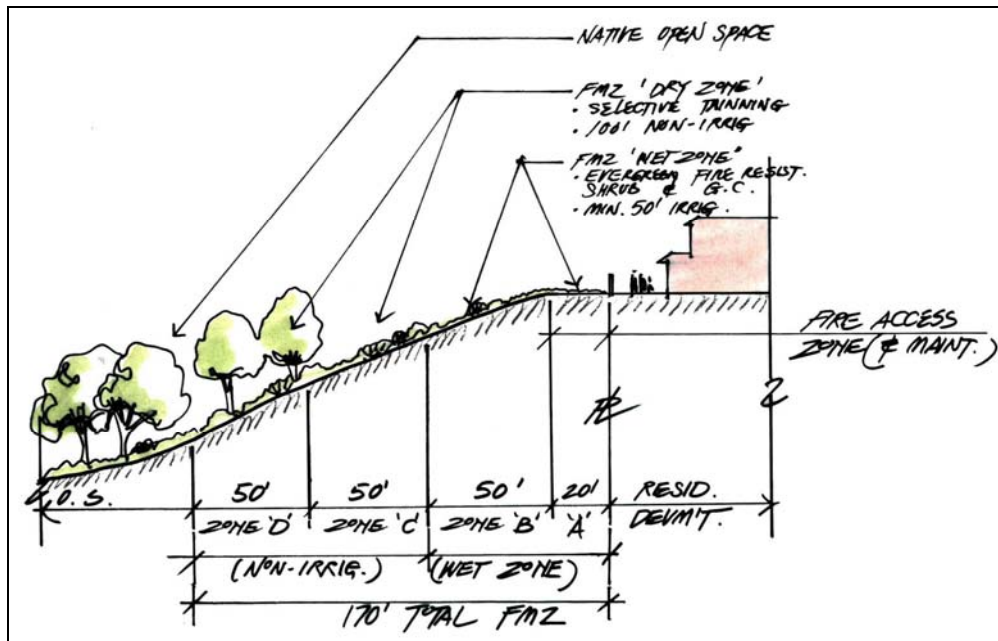
(i) **Irrigation**

- (1) Irrigation shall be designed to conserve water and to protect existing native vegetation.
- (2) Drip irrigation shall be required in appropriate areas to reduce overspray and runoff.
- (3) Irrigation needs shall be reduced by careful control of drainage pattern on a slope and selection of appropriate plant material.
- (4) Technological irrigation equipment, such as humidity sensors, that control irrigation settings and run times due to seasonal weather changes shall be used.

(j) **Fuel Modification Zones**

- (1) A permanent fuel modification area and fire prevention plan shall be required, subject to the determination of the Fire Chief, around development projects, or portions thereof, that are adjacent or exposed to hazardous fire areas for the purpose of fire protection. The recommended width of the fuel modification area shall be based on applicable Building and Fire Codes and the State Code regarding wild land interface in State Response Areas and the recommendations of the Fire Chief, with consideration given to:
 - a. The natural non-graded slope of the land within the project and in the areas adjacent to the project.
 - b. Fuel loading.
 - c. Access to the project by fire suppression equipment, and access directly to the fuel modified area, and egress out of the project in case of evacuation.
 - d. The on-site availability of water that can be used for firefighting purposes with regard to fire flows, water pressure, and duration.
 - e. “Built-in” fire protection within structures.

FIGURE 501.10(J): FUEL MODIFICATION ZONES



Fuel modification zones shall be designed to have graduated zones of reduced fuel.

- (2) Adequate provisions shall be made for the continual maintenance of such areas, and the Fire Chief may require brush, vegetation, or debris to be removed and cleared consistent with the provisions of Chapter 12, Section 12.1.1 of the Porterville City Code, which adopts the Uniform Fire Code as the City's fire code.
- (k) **Private Yard Landscaping.** The paving of over forty (40) percent of either the front yard or rear yard shall not be permitted.
- (l) **Screening**
 - (1) Landscaping shall be designed to screen the view of downslope building elevations. The landscape plan for individual residential dwellings shall specifically consider the downslope elevation and demonstrate that portions of elevations below the bottommost floor are screened from view. Downslope elevations visible from any adjacent property or public right-of-way shall be landscaped with a selection of shrubs and trees that screen the downslope portion from view to the satisfaction of the Zoning Administrator.
 - (2) Visual screening and privacy within side and rear yards shall be provided; front yards and building entrances shall be substantially visible for security purposes.

(m) **On-lot Tree Program**

- (1) A minimum of two (2) trees shall be installed and permanently maintained in each rear yard.
- (2) One (1) additional tree shall be installed along the side yard adjacent to the street on corner lots with uphill visibility from roads.
- (3) Tree sizes shall be a minimum of twenty-four (24) inch box for rear yards with fifteen (15) feet depths or less and thirty-six (36) inch box for rear yards that are greater than fifteen (15) feet deep.
- (4) Minimum distance between tree trunk and adjacent property line shall be five (5) feet.
- (5) Soil compaction and drainage shall be considered when determining planting pit depths.

FIGURE 501.10(M): ON-LOT TREE PROGRAM



On-lot tree program requires trees planted in each lot.

501.11 Development Standards

- (a) **Allowable Density Calculation Procedures.** For the purposes of this chapter, allowable density is defined as the maximum number of dwelling units permitted per gross acre of land. The maximum allowable density shall be based upon and established by the average slope of a property, calculated in compliance with Section 501.03(d)(3), Slope Analysis Map. The maximum allowable density based on the average slope shall be as set forth in to Table 501.11(A).

TABLE 501.11(A): MAXIMUM ALLOWED DENSITY BASED ON AVERAGE SLOPE	
<i>Average Slope</i>	<i>Maximum Allowable Density</i>
Less than 5.9% inclusive	2.4 units/acre
6 to 10.9%	2.2 units/acre
11 to 20.9%	1.8 units/acre
21 to 25.9%	1.0 units/acre
26 to 30.9%	1 unit/20 acres
31 to 50%	1 unit/80 acres

- (1) The maximum dwelling unit yield based on the maximum allowable density mathematical sum shall be considered maximum potentials and not an entitlement, right or vested right to develop. Other factors and individual property characteristics will affect and may reduce the yield, including but not limited to: physical constraints, floor-area ratio, compliance with design guidelines, engineering design standards, hillside development standards; and performance criteria such as access, emergency response standards, and sensitive grading techniques and volumes.
- (2) Calculating the maximum allowable density for any parcel or group of parcels under common development application within the HZ Overlay District shall involve the following steps:
 - a. Establish allowed density based on average slope:
 1. *Alternative 1* – Average slope of the parcel or group of parcels. For Alternative 1, the average slope shall be calculated in compliance with Section 501.03(d)(3), Slope Analysis Map. For example, a one hundred (100) acre parcel which has an average slope for the entire parcel of twenty-five (25) percent would yield a maximum of one hundred (100) units.
 2. *Alternative 2* – Recalculation alternative. The largest contiguous area of the least steep slope category may be used to calculate average slope in compliance with the method established in Section 501.03(d)(2), Slope Analysis Map. For example, on a one hundred (100) acre parcel, of which 60 acres has an average slope of more than twenty-five and nine-tenths (25.9) percent, thirty (30) acres are between twenty-one (21) to twenty-five and nine-tenths (25.9) percent slope, and there is a contiguous ten (10) acre area of between eleven (11) to twenty and nine-tenths (20.9) percent, the ten (10) acres with a average slope of eleven (11) to twenty and nine-tenths (20.9) percent can be used to recalculate allowable density (1.8 units/acre X 10 acres = 18 units)
- (3) For the purposes of this chapter, floor-area ratio (FAR) is defined as the ratio of the total gross square footage of the dwelling unit excluding both attached and detached garage square footage and any accessory structure on

a lot to the square footage of the pad or that portion of the lot containing the dwelling and having a gradient of five (5) percent or less. After constraints and performance criteria have been addressed to develop a maximum yield, the maximum yields for a parcel is further affected by average FAR and are based on Table 501.11(A)(3).

TABLE 501.11(A)(3): UNIT YIELD BASED ON FLOOR-AREA RATIO	
<i>Dwelling Unit Yield</i>	<i>Maximum FAR</i>
Maximum units	0.4
80% of Maximum	0.5
70% of Maximum	0.6
60% of Maximum	0.7

- (4) Physical constraints are the on-site circumstances and resources that will be protected consistent with policies in the General Plan or other regulatory requirements. Factors that require special consideration are as follows:
- a. USGS blue-line streams, sensitive biological resource areas identified in the biological resource survey report completed for the project, and archaeological resources identified in the archaeological survey conducted for the project.
 - b. Areas greater than twenty-five and nine-tenths (25.9) percent slope greater than one (1) acre as determined by Section 501.03(d), Slope Analysis Map.
 - c. Liquefiable soils, shallow hard rock, and faulting.
 - d. Large, mature native trees including: Coastal Live Oak, Sycamores, or Willow.
- (b) **Detached Dwellings.** Standards for detached dwelling units will provide assurance that development will be appropriate to the hillside setting. The following standards combined with the standards for grading and drainage, subdivision and landscaping design will result in adaptive hillside development.

FIGURE 501.11(A): HILLSIDE DEVELOPMENTS

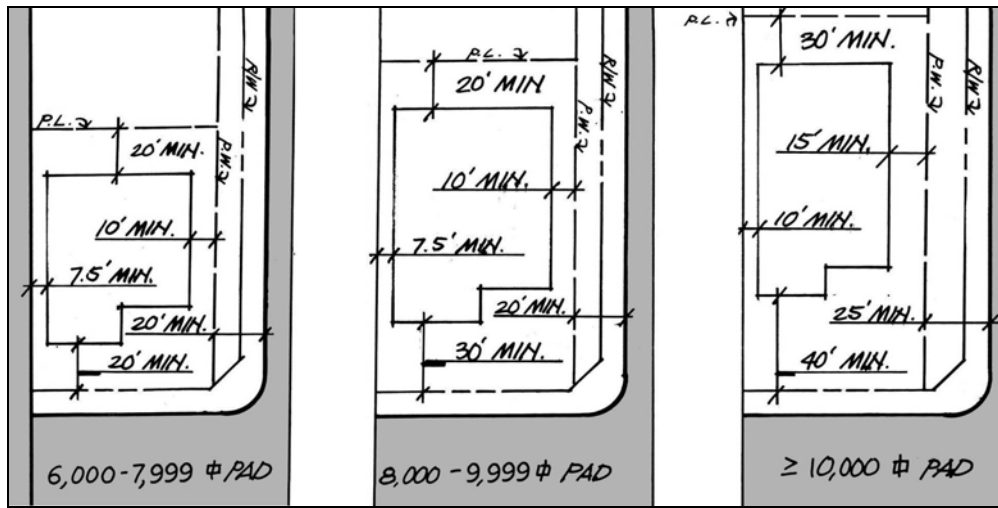
Hillside developments should be designed with respect to natural hill characteristics and development intensity appropriate for the area.

- (1) **Density.** Density limitations shall be determined as set forth in Table 501.11(A) of this chapter.
- (2) **Minimum Pad Size.** The minimum area of a pad on a lot, including the summation of multiple pad areas where split-level construction is proposed, shall be six thousand (6,000) square feet.
- (3) **Building Setbacks.** Building setbacks shall be set forth in Table 501.11(B)(3).

TABLE 501.11(B)(3): BUILDING SETBACKS DETACHED DWELLINGS			
<i>Setbacks</i>	<i>Pad Size in Square Feet</i>		
	<i>6,000 to 8,000</i>	<i>8,000 to 10,000</i>	<i>10,000 and greater</i>
Front yard	20'	30'	40'
Side yard	7.5'	7.5'	10'
Rear yard	20'	20'	30'
<i>Corner Setbacks</i>			
*Face of curb to privacy wall	20'	20'	25'
Privacy wall to structure	10'	10'	15'

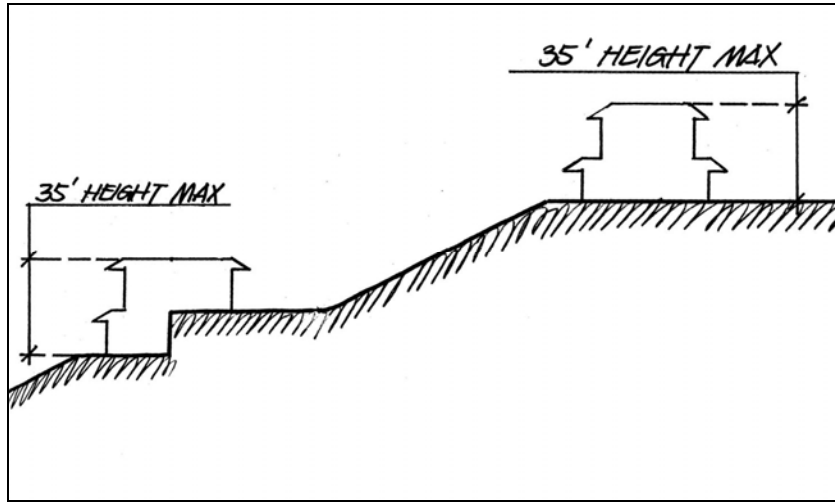
*Setbacks are measured from face of curb or for rolled curbs, from the flowline.

FIGURE 501.11(B): BUILDING SETBACKS



Building Setbacks for six thousand (6,000) to ten thousand (10,000) sq. ft. pads and greater.

- (4) **Floor-Area Ratios.** Maximum allowable floor-area ratios shall be as set forth in Table 501.11(A)(3).
- (5) **Building Height – Primary Structure.** Each proposed single-family detached structure in the HZ Overlay District shall comply with the following height limits.
 - a. **Height Measurement.** The maximum allowable building height shall be measured as the vertical distance from the existing or planned grade of the site at the point of the building foundation to an imaginary plane located at the allowed number of feet above and parallel to the grade. For split-level construction, each building component shall be measured from the lowest elevation of the site pad area on which that component is located.

FIGURE 501.11(B)(5): BUILDING HEIGHT

Allowable building height for conventional and split-level construction.

- b. *General Height Limit.* No structure shall exceed a height of thirty-five (35) feet.
- c. *Height of Lowest Floor Level.* The vertical distance between the lowest point where the foundation wall meets grade and the lowest floor line of the structure shall not exceed six (6) feet.

(c) Attached Dwellings

- (1) **Density.** Density limitations shall be determined as set forth in Table 501.11(A) of this section. Where attached housing is proposed, the overall permitted density of a development site shall determine the maximum number of units allowed, and all such units may be clustered or attached on a lot or lots restricted to a limited area of the development site, with the density calculation applicable to the site as a whole. However, in compliance with the provisions of Section 501.09, Open Space, any remainder open space lot or lots shall be deed restricted against further residential development and shall be permanently maintained as required by the provisions of this chapter.
- (2) **Building Height.** Each proposed attached or clustered dwelling unit structure shall comply with the following height limits.
 - a. *Height Measurement.* The maximum allowable building height shall be measured as in compliance with Section 501.11(b)(5), Building Height – Primary Structure.
 - b. *General Height Limit.* No structure or group of structures shall exceed a height of thirty-five (35) feet.
 - c. *Height of Lowest Floor Level.* The vertical distance between the lowest point where the foundation meets grade and the lowest floor line of the structure shall not exceed six (6) feet.

- (3) **Building Setbacks.** Buildings shall be set back from lot lines as indicated in Table 501.11(C)(3).

TABLE 501.11(C)(3): ATTACHED BUILDING SETBACKS FROM LOT LINES	
<i>Yard Lot Line</i>	<i>Minimum Setback</i>
Front yard	20'
Side yard	15'
Rear yard	20'
*Face of curb to privacy wall	20'
Privacy wall to structure	10'

*Setbacks are measured from face of curb or for rolled curbs, from the flowline.

- a. Building to Building. The minimum setback between structures shall be no less than twenty (20) feet.
- b. Building to Street or Parking Area. The minimum building setback to street or parking area shall be no less than twenty (20) feet, measured from face of curb.
- c. Building to Privacy Wall. The minimum building setback to privacy wall shall be no less than twenty (20) feet.

FIGURE 501.11(C)(1): BUILDING SEPARATION AND SETBACKS

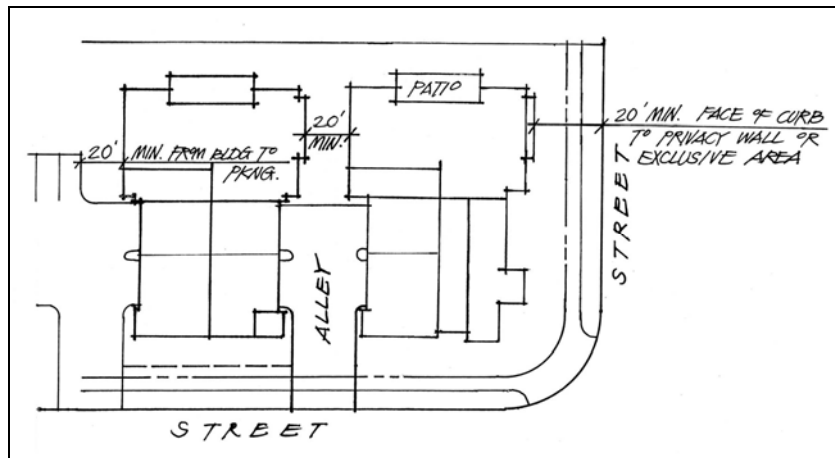
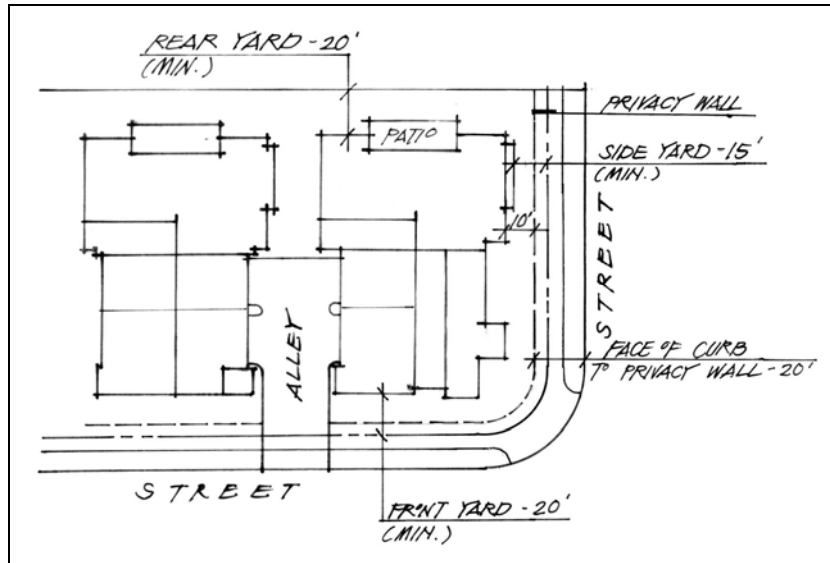


FIGURE 501.11(C)(2): REAR YARD AND SIDE YARD SETBACKS

- (4) **Required Common Open Space Area.** Every attached or cluster development project shall be required to provide common open space areas accessible to all dwelling units within such development project. The required area shall be as set forth in Table 501.11(C)(4). Such common open space area may consist of passive landscaped area, common recreation facilities such as a swimming pool or sports court, or any combination of such improvements. The minimum dimensions of such common open space area shall be twenty (20) feet by twenty (20) feet. Such common open space shall be centrally located and equally accessible to all dwelling units within the development.

TABLE 501.11(C)(4) REQUIRED COMMON OPEN SPACE FOR ATTACHED DWELLINGS	
<i>Numbers of Dwelling Units within Development</i>	<i>Required Open Space Area</i>
0-20	100 sq. ft. per dwelling unit
21-40	150 sq. ft. per dwelling unit
40+	200 sq. ft. per dwelling unit

- (5) **Location of Garages.** Garage structures for attached and cluster developments are not required to be attached to the dwelling units they serve. Common garage structures may be developed, provided parking is provided for each dwelling unit in compliance of the requirements of Section 501.09, Open Space.

(d) **Custom Lot Design and Development Standards**

(1) ***Design Standards – General***

- a. Roadways, driveways, and individual building pads shall be designed to conform to the natural hillside contours, blending into the environment rather than forcing building sites and infrastructure upon the land. An emphasis shall be placed on limiting grading to individual flat graded pad areas for residential building sites and any roads accessing the residential building sites, ensuring a minimal cut and fill situation.
- b. Any areas that require grading shall incorporate landform grading techniques to further encourage the natural appearance of custom pads.
- c. For any standard not specifically indicated in this Section as applying to custom lot development, the general standards applicable to all development in the HZ Overlay District shall apply.

(2) ***Landscape Standards.*** Custom lot development shall implement landscape standards that avoid harsh or abrupt transitions between open space and development while providing a combination of landscape materials that blend into the adjoining natural open space. Landscape setbacks along roads and along flat pads of custom lots shall be required to ensure that suitable transitions from residential development to natural open space are accomplished.

(3) ***Architectural Standards.*** Individual houses on custom lots shall be visually compatible with the surrounding area, with architecture that complements the adjacent natural environment and any adjoining residential structures and/or neighborhoods.

(4) ***Grading Standards***

- a. Unless otherwise specified in this section, the landform grading practices set forth in Section 501.06, Grading, shall apply.
- b. Retaining walls shall be screened from public view to the greatest extent possible.

(5) ***Development Standards***

- a. The minimum pad size shall be no less than ten thousand (10,000) square feet unless the site is over fifteen (15) percent average slope in which case smaller padded building sites are allowed to reduce grading impacts as set forth in Section 501.06, Grading.
- b. Maximum building height, as measured from finished grade to top of building, shall be as follows:
 - 1. Eighteen (18) feet – Single (1) story portion of structure
 - 2. Twenty-eight (28) feet – Two (2) story portion of structure
 - 3. Thirty-five (35) feet – Three (3) story portion of structure

- c. Setbacks shall be provided as set forth in Table 501.11(C)(3).
- d. No fence or walls shall exceed a height of six (6) feet, and all fences and walls shall comply with the regulations set forth in Section 501.11(g)(6), Fencing and Privacy Walls.
- e. Walls and opaque fencing shall be permitted only on the flat pad of a custom lot.
- f. The minimum landscape setback of twenty (20) feet shall be provided between developed pad and natural vegetation.
- g. The maximum step in foundation wall shall be no higher than ten (10) feet to account for homes built in a hillside setting.
- h. Where no standard is specifically indicated in this subsection, the development standards set forth in Section 501.11(a), Allowable Density Calculation Procedures, shall apply.

(e) **Accessory Structures**

- (1) Accessory structures shall either be constructed as an integral part of the main dwelling unit or be within the setbacks set forth in Table 501.11(C)(3).
- (2) The height of any accessory structure shall be limited to sixteen (16) feet.
- (3) Accessory structures shall not be permitted within any front yard area.
- (4) Accessory structures shall maintain a minimum five (5) foot setback from rear and side pad edges. For pads on lots adjacent to a street, a minimum twenty (20) foot setback from any pad edge to the street shall be maintained. A side yard on the street side of a corner lot shall maintain a minimum twenty (20) foot setback from pad edge.

(f) **Other Regulations**

- (1) **Exterior Lighting.** Exterior lighting shall be provided and properly shielded to avoid glare and the spill of light to surrounding areas. Low-level lighting and the use of multiple low profile fixtures is encouraged, as opposed to the use of fewer, but taller fixtures. Emphasis for exterior lighting shall be on safety and landscape lighting as opposed to building lighting. The applicant shall present descriptions of exterior lighting in the design guideline manual required by Section 501.03(h), Architectural and Landscaping Design Guidelines Manual.
- (2) **Decks.** No portion of the walking surface of a deck with visible underpinnings shall exceed a height of 6 feet above grade. Decks shall be integrated into the architecture of the house and not appear as an add-on to the primary building mass. The applicant shall present illustrations and descriptions of decks in the design guideline manual required by Section 501.03(h), Architectural and Landscaping Design Guidelines Manual.
- (3) **Utilities.** All newly installed utilities shall be placed underground unless, in the determination of the authority responsible for approving the Hillside Development Permit, such requirement would result in unsafe conditions.

All existing electric power lines of capacity sixty-six (66) kilovolts or less shall be relocated underground. All utilities shall be placed underground unless, in the determination of the authority responsible for approving the Hillside Development Permit, such requirement would result in unsafe conditions.

- (4) ***Gated Communities Prohibited.*** Gated communities shall be prohibited.
 - (5) ***Private Gates at Driveway Prohibited.*** All gates or other structures or devices, which could obstruct emergency access or otherwise hinder emergency operations, shall be prohibited. Private gates at driveways that do not hinder emergency access or operations shall be setback a minimum of thirty (30) feet from the front property line.
- (g) **Architectural Standards – General.** To achieve hillside compatible development, the City recognizes the importance of having architectural design that incorporates rooflines and other building elements that reflect the naturally occurring ridgeline silhouettes and topographical variation.
- (1) ***Conformance with Project Design Manual.*** The applicant shall demonstrate how the architectural criteria of this section are met in the design guideline manual required by Section 501.03(h), Architectural and Landscaping Design Guidelines Manual.
 - (2) ***Architectural Themes***
 - a. For subdivisions consisting of production-style development, whereby dwelling units are constructed by a single developer utilizing a limited number of floor plans and building architectural styles, the architectural styles throughout the development shall be thematically consistent with one another. Varying floor plans, colors, materials, and building forms shall be utilized such that within a single development project, a minimum of nine (9) different elevations are available. However, where attached units are provided, a more unified architectural scheme is permitted.
 - b. For custom lot developments consisting of a subdivision of more than one (1) lot, the requirement for a design guideline manual, as set forth in Section 501.03(h), Architectural and Landscaping Design Guidelines Manual, shall apply.
 - c. For a development consisting of one (1) home on an existing lot, such homes shall comply with the requirements of Section 501.11(b), Detached Dwellings.
 - (3) ***Required Treatments***
 - a. Architectural treatments on all exterior walls of any building shall be designed to avoid a monotonous or continuous façade of the exterior wall. Under no circumstance shall the front and rear façade of any building be in one (1) continuous vertical or horizontal plane. Architectural features and details shall be located on all exterior walls of the building, including the rear and sides of the building.

Buildings shall utilize wall articulation (i.e., insets, pop-outs, etc.) and roof orientation as a means to prevent massing.

- b. The apparent size of exterior wall surfaces visible from off the site shall be minimized through the use of single-story elements, building face setbacks, overhangs, landscaping, and/or other means of horizontal and vertical articulation to create changing shadow lines and break up of massive forms.

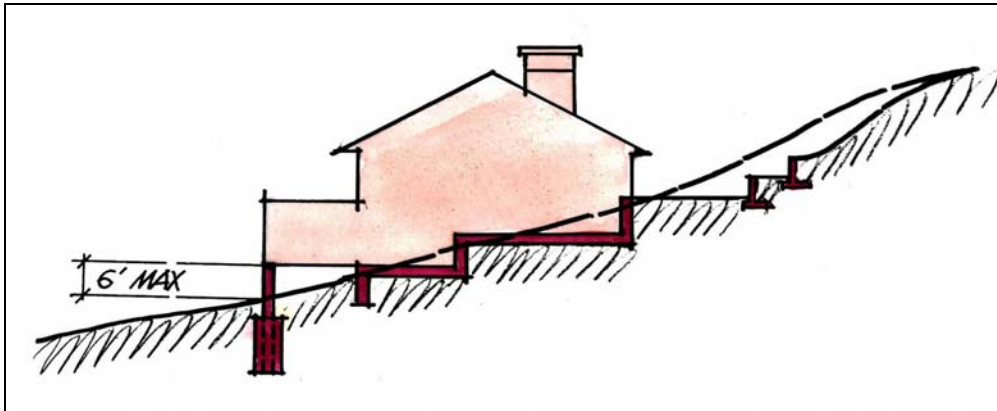
FIGURE 501.11(G)(3): BUILDING FACADES



Building facades shall be articulated and create visual interest.

- (4) ***Finish Materials/Color.*** Building materials and colors shall be compatible with the natural setting. Exterior colors shall be limited to earth tones found in nearby natural vegetation and/or soil, or come from natural sources (e.g., rock, stone, wood), or resemble a natural appearance.
- (5) ***Support Structures***
 - a. Support structures (e.g. columns, pilings, etc.) below the lowest floor on the downhill side of a house, if and where permitted as part of the Hillside Development Permit review process, shall be enclosed unless visible structural members are an integral feature of the architectural design.
 - b. A support structure wall surface shall not exceed six (6) feet in height.

FIGURE 501.11(G)(5): SUPPORT STRUCTURES



Support structures shall be minimized in height.

(6) Fencing and Privacy Walls

- a. All fences and masonry walls adjacent to or fronting on public roads or major public spaces shall be of decorative masonry or other approved materials that have a natural appearance (e.g. masonry walls, pre-fabricated modular concrete) and shall be a color that blends with the natural surrounding environment and complements the landscaping. The use of indigenous rock and colors or materials which blend with the surrounding natural landscape shall be preferred. The applicant shall present illustrations and descriptions of fencing and wall materials in the design guideline manual required by Section 501.03(h), Architectural and Landscaping Design Guidelines Manual.
- b. Any fence or privacy wall adjacent to a public road or major public space shall be placed at the top of a slope.
- c. All fences and privacy walls, whether or not visible from a public road or major public open space, shall be limited in height to six (6) feet, as measured from the grade on which the bottom of the fence or wall is placed to the uppermost extent of such fence or wall.
- d. Solid fences and walls in a required front yard area, or within the street side yard on a reverse corner lot shall not exceed a height of forty-two (42) inches.
- e. Open work fences, whereby the fence is ninety (90) percent open or more, shall not exceed a height of forty-eight (48) inches within the front setback or within the street side yard on a reverse corner lot, otherwise the height limitations specified in (c) and (d) above shall apply.
- f. The provisions of Chapter 21, Article III, Section 21-3(f) of the City Code regarding corner rounding areas shall apply.
- g. A minimum setback distance of twenty (20) feet shall be provided between any fence or privacy wall adjacent to a public right-of-way,

with the distance measured from the fence or privacy wall to the face of curb.

- h. Any fence or wall that runs along the top of a landform and silhouettes against the sky shall be transparent to allow views from off-site to be unobstructed.

FIGURE 501.11(G)(6): SETBACK FROM PRIVACY WALL



Adequate setback shall be provided between curb and privacy wall.

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Chapter 502 Single Story (S) Overlay District

Sections:

- 502.01 Purpose
- 502.02 Applicability
- 502.03 Building Height and Number of Stories

502.01 Purpose

The Single Story (S) Overlay District is intended to ensure the scale of new development is compatible with existing development and uses in transitional zones.

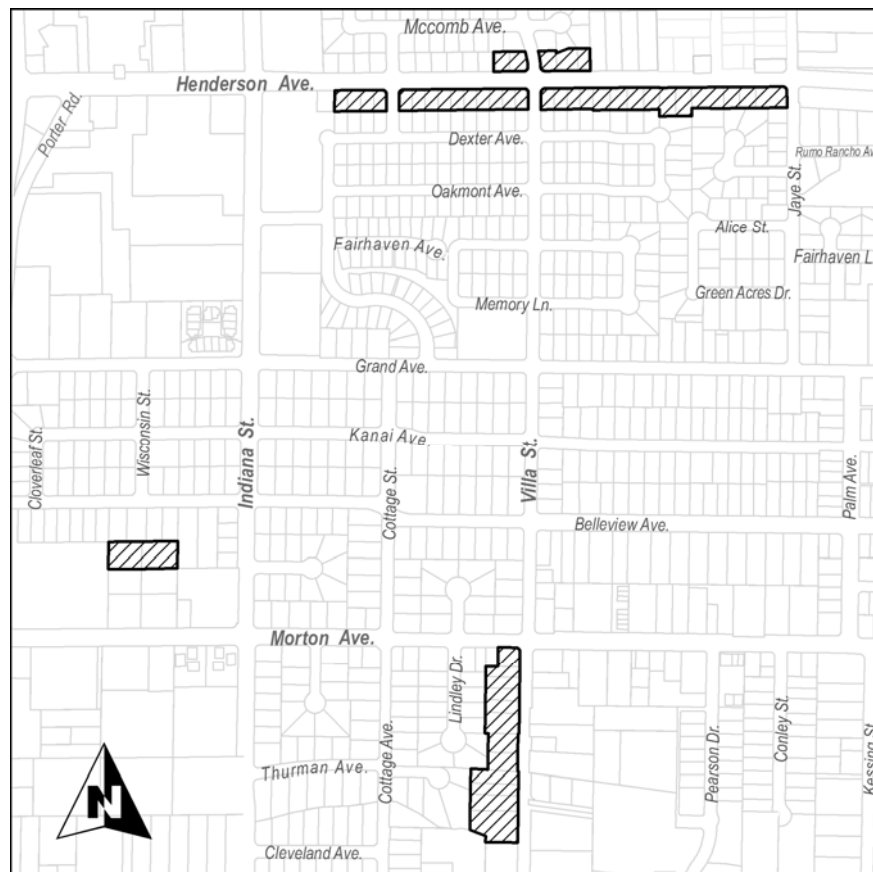
502.02 Applicability

The standards of this chapter apply to all lands within the S Overlay District mapped on the Official Zoning Map.

502.03 Building Height and Number of Stories

Building height shall not exceed thirty-five (35) feet. All buildings are limited to single story construction.

Figure 502.02: S Overlay Districts



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Series 600: Administration and Permits

Chapter 600 Planning Agency

Sections:

600.01	Purpose
600.02	City Council
600.03	Zoning Administrator
600.04	Project Review Committee
600.05	Parcel Map Committee

600.01 Purpose

This chapter identifies the bodies, officials, and administrators, with designated responsibilities under various parts and chapters of this Ordinance. Subsequent chapters of this series provide detailed information regarding various procedures, applications, and permits including zoning, and General Plan text and map amendments, fees, and enforcement. When carrying out their assigned duties and responsibilities, all bodies, administrators, and officials shall interpret and apply the provisions of this Ordinance as minimum requirements adopted to implement the policies and achieve the objectives of the General Plan.

600.02 City Council

The City Council has the following powers and duties under this Ordinance:

- (a) Initiate, consider and adopt, reject or modify amendments to the General Plan pursuant to the provisions of Chapter 607, Amendments to General Plan;
- (b) Initiate, consider and adopt, reject or modify amendments to the text of this Ordinance pursuant to the provisions of Chapter 608, Amendments to Zoning Map and Text and the State Government Code;
- (c) Approve, conditionally approve, modify or deny Conditional Use Permits and Variances pursuant to the provisions of Chapter 604, Conditional Use Permits and Chapter 606, Variances;
- (d) Approve, conditionally approve, or deny major subdivisions pursuant to the provisions of Chapter 401, Preliminary Maps;
- (e) Hear and decide appeals from decisions of the Zoning Administrator on Temporary Use Permits, minor modifications of approved Conditional Use Permits, administrative approvals, environmental review, and any other permits that can be

- appealed pursuant to the provisions of Chapter 612, Appeals and other applicable requirements;
- (f) Hear and decide appeals from decisions of the Parcel Map Committee on minor subdivisions pursuant to the provisions of Chapter 612, Appeals and other applicable requirements;
 - (g) Enter into development agreements with property owners pursuant to the provisions of Chapter 609, Development Agreements and the State Government Code;
 - (h) Establish, by resolution, a schedule of fees and deposits for the various applications and services provided pursuant to this Ordinance;
 - (i) Initiate proceedings to revoke or amend Conditional Use Permits pursuant to the provisions of Chapter 613, Enforcement; and
 - (j) Determine which incentives the City should grant to developers proposing projects that are eligible for such incentives under this Ordinance and the provisions of State law applicable to affordable housing and childcare facilities

600.03 Zoning Administrator

The Zoning Administrator is the Community Development Director or his designated appointee. The Zoning Administrator has the following powers and duties under this Ordinance:

- (a) Provide professional recommendations to the City Council, other appointed officials and City management on matters related to the planning and development of the community;
- (b) Administer the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA);
- (c) Approve, conditionally approve, modify, or deny applications reviewed by the Project Review and Parcel Map Committees;
- (d) On behalf of the City execute Indemnification and Cost Recovery Agreement for projects requiring discretionary permits and/or those evaluated under the provisions of CEQA and NEPA.
- (e) Hear and decide applications for Temporary Use Permits, minor modifications of approved Conditional Use Permits, and administrative approvals subject to appeal to the City Council;
- (f) Hear and decide applications for adjustments pursuant to provisions of Chapter 610, Adjustments;
- (g) Make determinations of zoning conformance pursuant to Chapter 602, Zoning Conformance Review;

- (h) Make environmental determinations on any approvals it grants that are subject to environmental review under the California Environmental Quality Act and the procedures in Chapter 611, Environmental Review;
- (i) Negotiate the components and provisions of development agreements for recommendation to the City Council;
- (j) Issue administrative regulations for the submission and review of applications;
- (k) Administratively approve or deny a use or occupancy where authority to do so is provided for in this Ordinance;
- (l) Make determinations of uncertainty of Boundaries on the Official Zoning Map pursuant to Official Zoning Map and District Boundaries, Chapter 101.02(b);
- (m) Determine whether a legally approved permit has lapsed due to lack of implementation or an extension as provided for in Expiration and Extension, 601.08 (a) and (b); and
- (n) Act as the Environmental Coordinator in administering the provisions of the California Environmental Quality Act.

600.04 Project Review Committee

The Project Review Committee consists of the Zoning Administrator, City Planner, City Engineer, Chief Building Official, and Fire Chief or their designees. The Project Review Committee shall review development proposals for the following projects through the Project Review Process:

- (a) All new or additions of five hundred (500) square feet or more to commercial or industrial structures more;
- (b) Multi-Family Residential developments of four (4) or more units or consisting of two (2) or more structures;
- (c) A change in occupancy or where the new occupant is in a different use classification than the former occupant; and
- (d) Any project that requires a discretionary approval, including but not limited to, Conditional Use Permits, Variances, zoning change, general plan amendment, subdivision, and annexation.
- (e) Preliminary review of a map application.

600.05 Parcel Map Committee

The Parcel Map Committee shall review and approve, conditionally approve or disapprove subdivision maps for Minor Subdivisions as defined in Chapter 402, Tentative Map, unless other related discretionary permits require approval by the City Council. In this case, the Parcel Map Committee actions will be in the form of a recommendation to the City Council. The Parcel Map Committee shall also make environmental determinations on any

approvals it grants that are subject to environmental review under the California Environmental Quality Act and the procedures in Chapter 611, Environmental Review. Said Parcel Map Committee shall include the Zoning Administrator, City Engineer and Fire Chief or their designees. The Zoning Administrator shall serve as committee chairman.

Chapter 601 Common Procedures

Sections:

601.01	Purpose
601.02	Application Forms and Fees
601.03	Mandatory Pre-application Review
601.04	Review of Applications
601.05	Public Notification
601.06	Scope of Approvals
601.07	Effective Dates
601.08	Expiration and Extension
601.09	Modification of Approvals; Changed Plans
601.10	Revocation of Approvals
601.11	Appeals

601.01 Purpose

This chapter establishes procedures that are common to the application and processing of all permits and approvals provided for in this Ordinance unless superseded by specific requirement of this Ordinance or State law.

601.02 Application Forms and Fees

(a) **Applicants.** The following persons may file applications:

- (1) The owner of the subject property; and
- (2) An agent representing the owner, duly authorized to do so in writing by the owner, including a person with a duly executed written contract or exclusive option to purchase the subject property or a lessee in possession of the subject property.

(b) **Application Forms and Supporting Materials**

- (1) **Application Forms.** The Zoning Administrator shall prepare and issue application forms and lists that specify the information that will be required from applicants for projects subject to the provisions of this Ordinance, as required by the California Permit Streamlining Act.
- (2) **Supporting Materials.** The Zoning Administrator may require the submission of supporting materials as part of the application, including but not limited to, statements, photographs, plans, drawings, renderings, material samples and other items necessary to describe existing conditions and the proposed project. The Zoning Administrator may require sufficient information to determine the level of environmental review that shall be required pursuant to the California Environmental Quality Act and the City's adopted environmental review guidelines. Unless otherwise specified, all renderings shall depict the proposed structure, landscaping, other

improvements, and surrounding land uses as they would appear one (1) month after project completion.

- (3) **Availability of Materials.** All material submitted becomes the property of the City, may be distributed to the public, and shall be made available for public inspection. Upon reasonable request, and during normal business hours, any person may examine an application and materials submitted in support of or in opposition to an application in the Community Development Department. Unless barred by law, copies of such materials shall be made available at a reasonable cost to be established by City Council resolution.
 - (4) **Indemnification and Cost Recovery Agreement.** Applicants shall submit an executed indemnification agreement which indemnifies and holds the City harmless from any action in connection with the project being reviewed and commits to cost recovery relating to an appeal as well as all court costs relating to legal challenges. Costs associated with implementing mitigation monitoring shall be included in the agreement.
 - a. Failure or refusal by any or all of the Applicant(s) to enter into the Indemnification and Cost Recovery Agreement in favor of the City of Porterville, in a form provided by the Community Development Department, Planning Division, shall result in and be deemed an abandonment of the application and application approval, and all rights accrued to the Applicant(s) to proceed under the City's actions in such regard shall be deemed immediately revoked, and the City will be entitled to seek all remedies available to it under law, including, but not limited to, breach of contract and/or enforcement of any code violations.
- (c) **Payment and Waiver of Application Fees**
- (1) **Schedule of Fees.** The Council shall establish fees for permits, informational materials, copying, and other such items by resolution. Applications for Permits shall be accompanied by the required fees. Payment of the fee is required in order for an application to be complete under the Permit Streamlining Act.
 - (2) **Fee Waiver.** No fee shall be required when the applicant is the City, or if it is waived under any other provision of the Municipal Code.

601.03 Project Review Committee

Project Review Committee (PRC) is a process that is intended to provide information on relevant General or Specific Plan policies, zoning and subdivision regulations, and procedures related to projects pursuant to this Ordinance.

- (a) **Projects Requiring Project Review.** Review is required for the following projects:
 - (1) All new commercial or industrial structures and additions of five hundred (500) square feet or more;

- (2) Multi-Family developments of four (4) or more units or consisting of two (2) or more structures;
 - (3) A change in occupancy or where the new occupant is in a different use classification than the former occupant; and
 - (4) Any project that requires a discretionary approval, including but not limited to: Conditional Use Permits, Variances, planned developments, mixed use projects, zoning changes, general plan amendments, subdivisions, and annexations.
 - (5) Preliminary review of a map application.
- (b) **Payment of Fee.** No application will be accepted for PRC without payment of a fee established by resolution of the City Council and submission of materials that the Zoning Administrator has determined necessary to conduct such review.
- (c) **Submittal Requirements.** The applicant shall submit to the Zoning Administrator nine (9) copies, or as may be determined necessary at the time of submittal, of a preliminary map, site plan drawn to scale and dimensioned, and other materials to indicate the essential characteristics of the project. For tentative subdivisions, the preliminary map shall be in compliance with Chapter 401, Preliminary Map.
- (d) **Review.** The Zoning Administrator will then, within twelve (12) days, schedule a meeting of the Project Review Committee with the applicant on the proposed project. The Project Review Committee will make such general recommendations to the applicant as shall seem proper regarding such proposed project and shall recommend consultations by the applicant with such other public or private agencies as it shall designate.
- (e) **Summary of Recommendations.** The Project Review Committee shall furnish written copies of its recommendations to the applicant.
- (f) **Permit Streamlining Act.** An application that is accepted for project review shall not be considered complete pursuant to the requirements of the California Permit Streamlining Act unless it has been reviewed and determined to be complete in compliance with the requirements of Section 601.02, Application Forms and Fees. If an application requires the submittal of an application(s) for discretionary permit approval, the application will not be deemed complete until such time as a completed application and fees are submitted for the discretionary review.

601.04 Review of Applications

The Zoning Administrator shall determine whether an application is complete within thirty (30) days of the date the application is filed with the required fee.

- (a) **Incomplete Application.** If an application is incomplete, the Zoning Administrator shall provide written notification to the applicant listing the applications for permit(s), forms, information and any additional fees that are necessary to complete the application.

- (b) **Complete Application.** When an application is determined to be complete, the Zoning Administrator shall make a record of that date. If an application requires a public hearing, the Zoning Administrator shall schedule it and notify the applicant of the date and time.
- (c) **Concurrent Processing.** Applications requiring multiple approvals, permits, adjustments, or entitlements under this Ordinance shall be heard and acted upon at the same time. Those items requiring public notification shall be notified together.
- (d) **Extensions.** The Zoning Administrator may, upon written request and to provide reasonable accommodation, grant extensions of any time limit for review of applications imposed by this Ordinance in compliance with applicable provisions of State law.

601.05 Public Notification

Whenever the provisions of this Series require public notice, notification shall be provided in compliance with the requirements of State law and as follows.

- (a) **Mailed Notice.** At least ten (10) days before the date of the public hearing, the Zoning Administrator shall provide notice by First Class mail delivery to:
 - (1) The applicant, the owner, and any occupant of the subject property;
 - (2) All property owners of record within a three hundred (300) foot radius of the subject property as shown on the latest available assessment role; and
 - (3) Any person or group who has filed a written request for notice regarding the specific application.
- (b) **Newspaper Notice.** At least ten (10) days before the date of the public hearing, the Zoning Administrator shall provide notice by at least one (1) publication in a newspaper of general circulation published in the City.
- (c) **Alternate Method for Large Mailings.** If the number of owners to whom notice would be mailed or delivered is greater than one thousand (1,000), instead of mailed notice, the Zoning Administrator may provide notice by placing a display advertisement of at least one-eighth (1/8) page in at least one (1) newspaper of general circulation at least ten (10) days prior to the hearing.
- (d) **Contents of Notice.** The notice shall include the following information:
 - (1) A general description of the proposed project or action and the location of the real property, if any, that is the subject of the application;
 - (2) The date, time, location, and purpose of the public hearing;
 - (3) The identity of the hearing body;
 - (4) The names of the applicant and the owner of the property that is the subject of the application;
 - (5) The location at which the complete application and project file may be viewed by the public;

- (6) A statement that any interested person or authorized agent may appear and be heard; and
- (7) A statement describing where to submit written comments.
- (e) **Failure to Notify Individual Properties.** The validity of the proceedings shall not be affected by the failure of any property owner, resident or neighborhood or community organization to receive such mailed notice.
- (f) **Continuance of Public Hearing.** The body conducting the public hearing may by motion continue the public hearing, even in the absence of a quorum, to a fixed date, time and place, and no further notice shall be required as prescribed by law.

601.06 Scope of Approvals

- (a) **Scope.** An approval permits only those uses and activities actually proposed in the application, and excludes other uses and activities. The approved use and/or construction is subject to, and shall comply with, all applicable city ordinances and laws and regulations of other governmental agencies. Unless otherwise specified therein, any approval terminates all other uses at the location subject to the approval.
- (b) **Conditions of Approval.** Unless otherwise specified or required by the Zoning Administrator or City Council, the site plan, floor plans, building elevations and/or any additional information or representations indicating the proposed structure or manner of operation submitted with an application or submitted during the approval process or by minute order shall be deemed conditions of approval. Any approval may be subject to requirements that the permittee guarantees, warranties or insures that he will comply with permit's plans and conditions in all respects.
- (c) **Actions Voiding Approval.** If the construction of a building or structure or the use established is contrary to the description or illustration in the application, so as to either violate any provision of the Ordinance or require additional permits, then the approval shall be deemed null and void.
- (d) **Periodic Review.** All approvals may be subject to periodic review to determine compliance with the permit and applicable conditions. If a condition specifies that activities or uses allowed under the Conditional Use Permit are subject to periodic reporting, monitoring or assessments, it shall be the responsibility of the permit holder, the property owner or successor property owners to comply with such conditions.

601.07 Effective Dates

A final decision on an application for any Zoning Administrator approval is subject to appeal and shall not become effective until after the expiration of the ten (10) day appeal period following the date of action. No building permit or business license shall be issued until the eleventh (11th) day following the date of the action.

601.08 Expiration and Extension

- (a) **Expiration.** The City Council, in the granting of any permit, or the Zoning Administrator, in the granting of any application, permit modification, or adjustment, may specify the time within which the proposed use must be undertaken and actively and continuously pursued. The City Council or Zoning Administrator may impose upon the permit a term of such period of time as is found to be consistent with the purposes of the use and necessary to safeguard the public safety, health and welfare. If no time period is otherwise specified, any permit granted under this Ordinance may be declared lapsed and of no further force and effect if it is not exercised or extended within two (2) years of its issuance.
- (1) A permit for the use of a building or a property is exercised when, if required, a valid City business license has been issued, and the permitted use has commenced on the property.
- (2) A permit for the construction of a building or structure is exercised when a valid City building permit, if required, is issued, and construction has lawfully commenced.
- (b) **Extensions.** The City Council may approve a one (1) year extension of any permit or approval granted under this Ordinance upon receipt of a written application with the required fee before the permit expires.

601.09 Modification of Approvals; Changed Plans

- (a) **Modifications of Approvals.** The Zoning Administrator may approve minor modifications to approved plans that are consistent with the original findings and conditions approved by the City Council and would not intensify any potentially detrimental effects of the project.
- (b) **Changed Plan.** A request for changes in conditions of approval of a discretionary permit or a change in an approved site plan or building plan that would affect a condition of approval shall be treated as a new application, except that such changes determined to be minor, in the opinion of the Zoning Administrator, may be approved by the Zoning Administrator.

601.10 Revocation of Approvals

Any permit granted under this chapter may be revoked or modified if any of the conditions or terms of such permit are violated or if any law or ordinance is violated in connection therewith. Notwithstanding this provision, no lawful residential use can lapse regardless of the length of time of the vacancy.

- (a) **Initiation of Proceeding.** The City Council, by its own action, or following a recommendation from the Zoning Administrator, may initiate revocation or modification proceedings.
- (b) **Public Notice.** The Zoning Administrator shall give notice of the hearing before the City Council pursuant to the requirements of Section 601.05, Public Notification.

- (c) **Public Hearing.** The public hearing regarding the revocation or modification of a Conditional Use Permit or Variance shall be conducted in the same manner as for Conditional Use Permits pursuant to Chapter 604, Conditional Use Permits.
- (d) **Decision of the City Council.** The City Council may revoke the permit if it makes any of the following findings:
 - (1) That approval was obtained by means of fraud or misrepresentation of a material fact;
 - (2) That the use in question has ceased to exist or has been suspended for one (1) year or more;
 - (3) That there is or has been a violation of or failure to observe the terms or conditions of the permit or Variance, or the use has been conducted in violation of the provisions of this Ordinance, law or regulation; or
 - (4) That the use to which the permit or Variance applies has been conducted in a manner detrimental to the public safety, health and welfare, or so as to be a nuisance.

601.11 Appeals

All final decisions of the Zoning Administrator may be appealed to the City Council pursuant to Chapter 612, Appeals.

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Chapter 602 Zoning Conformance Review

Sections:

602.01	Purpose
602.02	Applicability
602.03	Procedures
602.04	Request for Other Zoning Administrator Determinations

602.01 Purpose

This chapter establishes procedures for conducting zoning conformance review to ensure that each new or expanded use or structure complies with the applicable requirements of this Ordinance. Having made such determination, the Zoning Administrator shall establish a record of the zoning conformance approval that document the initial establishment of a use, or the construction of a structure, which is allowed as a matter of right.

602.02 Applicability

Zoning conformance approval is required for buildings, structures, or signs erected, constructed, altered, repaired or moved, the use of vacant land, changes in the character of the use of land or building, or for substantial expansions in the use of land or building, which are allowed as a matter of right by this Ordinance.

602.03 Procedures

Prior to obtaining any business license, building permit, subdivision approval, or lot line adjustment, the applicant shall request the Zoning Administrator to determine whether the use, building, or change in lot configuration complies with all provisions of this Ordinance or any Conditional Use Permit or Variance approval issued pursuant to the Ordinance's requirements and that all conditions of such permits and approvals have been satisfied. The following requirements apply to such determinations:

- (a) **Application.** Applications and fees for zoning conformance review shall be submitted in accordance with the provisions set forth in Section 601.02, Application Forms and Fees. The Zoning Administrator may request that the application be accompanied by plans and related materials necessary to show that the proposed development, alteration, or use of the property complies with all provisions of this Ordinance and the requirements and conditions of any applicable Conditional Use Permit or Variance approval.
- (b) **Determination.** The Zoning Administrator shall determine whether the Development Ordinance allows the proposed uses or structures by right.
- (c) **Exceptions.** No Zoning Certificate shall be required for the continuation of previously approved or permitted uses and structures, uses and structures that are not subject to any building or zoning regulations, or other uses or buildings already subject to Conditional Use Permits, Variances, or other discretionary approvals in the district in which they are located.

602.04 Request for Other Zoning Administrator Determinations

Requests for interpretations of this Ordinance, verifications of zoning regulations, or verifications related to previous permits shall be made in writing to the Zoning Administrator. Requests shall be accompanied by payment of fees established in the City's adopted fee schedule. The Zoning Administrator shall provide a Zoning Administrator determination in writing within thirty (30) days of a complete submittal.

Chapter 603 Hillside Development Permit

Sections:

603.01	Purpose
603.02	Applicability
603.03	Decision-Making Authority
603.04	Procedures
603.05	Appeals, Expiration and Extensions

603.01 Purpose

This chapter describes the process and general requirements applicable to those uses for which a Hillside Development Permit or an Administrative Hillside Development Permit is required by this Ordinance. These uses require special consideration to ensure that they can be designed, located, and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. The process for review of Hillside Development Permit and Administrative Hillside Development Permit applications is designed to evaluate possible adverse impacts and to minimize them where possible through the imposition of specific conditions or requirements. Approval of a Hillside Development Permit or an Administrative Hillside Development Permit requires careful review of the location, design, configuration, and special impacts of a proposed use to determine, against standards and criteria, the desirability of permitting its establishment on a particular site.

- (a) **Hillside Development Permits.** No person shall grade, erect, or construct into, over or on top of property within the HZ Overlay District without first obtaining a Hillside Development Permit, except as otherwise provided for in this chapter.
- (b) **Administrative Hillside Development Permits.** If no other development permits are required by this Ordinance or other provisions of the Municipal Code, then the property owner or duly authorized agent may submit an application for an Administrative Hillside Development Permit.

603.02 Applicability

This chapter is applicable to uses or developments on properties within the incorporated boundaries of the City of Porterville, as well as those properties within the City's official Sphere of Influence, as may be amended from time to time, that are designated Hillside Development Zone on the General Plan Land Use Diagram, except the activities listed below:

- (a) Construction that does not require a grading permit or a building permit.
- (b) The construction and installation (trenching, utility construction, and backfilling) of underground utility systems.
- (c) The re-grading of existing yard areas for landscaping installation provided such re-graded yard area does not exceed twenty-five hundred (2,500) square feet in area.

- (d) Swimming pools, spas, ponds, and associated hardscape and landscape improvements that do not involve the construction of any retaining walls over three (3) feet in height, subject to the issuance of a grading permit and required building permits.
- (e) Additions to existing structures and/or construction of accessory structures located entirely on the existing pad area and are less than five hundred (500) square feet in area, unless a grading permit for establishment of same is required.
- (f) Any project that has received final approval for construction prior to the effective date of this Ordinance, provided that such permit or approval has not expired or is not otherwise revoked.

603.03 Decision-Making Authority

- (a) **Hillside Development Permit.** The City Council shall consider and render a decision on any application for a Hillside Development Permit.
- (b) **Administrative Hillside Development Permit.** The Zoning Administrator shall consider and render a decision on any application for an Administrative Hillside Development Permit.
- (c) **Referral of Application to City Council.** The Zoning Administrator or designee may, at his or her discretion, refer an application for an Administrative Hillside Development Permit to the City Council for a decision rather than acting on it individually. In this case, the application shall be processed as a Hillside Development Permit.

603.04 Procedures

- (a) **Filing.** Written applications for Hillside Development Permits or Administrative Hillside Development Permits shall be filed with the Community Development Department in accordance with the application procedures in Chapter 601, Common Procedures.
- (b) **Review Procedures.**
 - (1) The Zoning Administrator shall review all applications within thirty (30) days to determine if they are complete as provided for in Chapter 601, Common Procedures. No application shall be deemed complete until the applicant has applied for any Conditional Use Permit, Variance, or other zoning or subdivision approval required pursuant to this Ordinance.
 - (2) After determining that an application is complete, the Zoning Administrator shall review the application for compliance with the applicable HZ Overlay District requirements.
 - (3) After determining that an application is complete, if it is not exempt from environmental review, the Zoning Administrator shall conduct the hillside development review process concurrently with the required environmental review. When a project requiring review by the City Council is subject to

environmental review, the Zoning Administrator shall submit the proposed Negative Declaration or Environmental Impact Report to the City Council for review and action pursuant to CEQA requirements before the City Council takes action on the hillside development application. The application for a Hillside Development Permit should be processed concurrently with the appropriate environmental document.

(4) ***Hillside Development Permit***

- a. The Zoning Administrator shall prepare a report and recommendation.
- b. If an application is exempt from environmental review and does not otherwise require a hearing by the City Council, a public hearing shall be held before the City Council within thirty (30) days of the date the application is deemed complete.
- c. No separate notice or public hearing is required for a Hillside Development Permit for a project that requires a Conditional Use Permit, Variance, tentative map or other discretionary approval subject to a public hearing by the City Council.

(5) ***Administrative Hillside Development Permit***

- a. The Zoning Administrator may conduct a public hearing for any application that may be approved by the Zoning Administrator. The Zoning Administrator shall act on a project with a complete application within thirty (30) days of the date the application is received.

603.05 Appeals, Expiration and Extensions

(a) **Appeals.**

- (1) Administrative Hillside Development Permits. The decision by the Zoning Administrator is subject to the appeal provisions of Chapter 612, Appeals.
- (2) Hillside Development Permits. The decision of the City Council shall be final.

- (b) **Expiration and Extension.** Hillside Development Permit and Administrative Hillside Development approvals are effective and may only be extended or modified as provided for in Chapter 601, Common Procedures.

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Chapter 604 Conditional Use Permits

Sections:

604.01	Purpose
604.02	Applicability
604.03	Procedures
604.04	Required Findings
604.05	Conditions of Approval
604.06	Decision; Expiration and Extensions; Modifications

604.01 Purpose

This chapter describes the process and general requirements applicable to those uses for which a Conditional Use Permit is required. These uses require special consideration to ensure that they can be designed, located, and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. The process for review of Conditional Use Permit applications is designed to evaluate possible adverse impacts and to minimize them where possible through the imposition of specific conditions.

604.02 Applicability

Conditional Use Permit approval is required for uses or developments specifically identified in the Series 200, Base Districts, and Series 500, Overlay Districts, of this Ordinance or any other section of this Ordinance which requires a Conditional Use Permit. Some conditional uses that have been identified by the City Council to require less staff review time are titled “Minor Conditional Use Permits”, and such uses are identified in Series 200, Base Districts. Minor Conditional Use Permits shall conform to all applicable criteria required of Conditional Use Permits.

604.03 Procedures

- (a) **Application.** Written applications for Conditional Use Permits shall be filed with the Community Development Department in accordance with Chapter 601, Common Procedures.
- (b) **Public Hearing.** Within 30 days after determining that an application is complete, the Zoning Administrator shall schedule a public hearing before the City Council. Notice shall be provided in compliance with the requirements in Chapter 601, Common Procedures.

604.04 Required Findings

A Conditional Use Permit shall only be granted if the City Council determines that the project as submitted or as modified conforms to all of the following criteria. If the City Council determines that it is not possible to make all of the required findings, the application shall be denied. The specific basis for denial shall be established for the record.

- (a) Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted; and
- (b) The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City Council.

604.05 Conditions of Approval

- (a) In approving a Conditional Use Permit, the City Council may impose conditions reasonably related to the application and deemed necessary to achieve the findings for a Conditional Use Permit identified in Section 604.04.

604.06 Decision; Expiration and Extensions; Modifications

- (a) **Decision.** The decision of the Council shall be final. The Zoning Administrator shall cause a copy of its resolution to be mailed to the applicant within ten (10) days from the date of adoption thereof.
- (b) **Expiration, Extension, and Modifications.** Conditional Use Permits are effective and may only be extended or modified as provided for in Chapter 601, Common Procedures.

Chapter 605 Temporary Use Permits

Sections:

605.01	Purpose
605.02	Applicability
605.03	Procedures
605.04	Required Findings
605.05	Conditions of Approval

605.01 Purpose

This chapter establishes a process for review and approval of certain uses that are intended to be of limited duration of time and will not permanently alter the character or physical facilities of the site where they occur.

605.02 Applicability

Temporary Use Permit approval is required for temporary uses as described in Section 301.19, Temporary Uses. The Zoning Administrator may refer an application for a Temporary Use Permit to the City Council if the Zoning Administrator finds that the temporary use may have substantial and detrimental impacts to surrounding land that warrant Council review.

605.03 Procedures

- (a) **Application.** Any person may apply to the Zoning Administrator for approval of a temporary use not less than thirty (30) days before the use is intended to begin in accordance with the provisions in Chapter 601, Common Procedures.
- (b) **Determination.** Within ten (10) days of accepting an application for a Temporary Use Permit as complete, the Zoning Administrator shall render a written decision.

605.04 Required Findings

The Zoning Administrator may approve an application for a Temporary Use Permit to allow a temporary use for a period of time, only upon making all of the following findings:

- (a) The proposed use will not unreasonably affect adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the City;
- (b) The proposed use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use, and will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas; and

- (c) Appropriate controls are in place that will ensure the premises will be kept clean, sanitary, and free of litter.

605.05 Conditions of Approval

In approving a Temporary Use Permit, the Zoning Administrator may impose any conditions reasonably related to the application and deemed necessary to achieve the findings for a Temporary Use Permit listed in Section 605.04 above.

Chapter 606 Variances

Sections:

606.01	Purpose
606.02	Procedures
606.03	Required Findings
606.04	Use Variances Prohibited
606.05	Conditions of Approval
606.06	Decision; Expiration and Extensions; Modifications

606.01 Purpose

This chapter is intended to provide a mechanism for relief from the strict application of this Ordinance where strict application will deprive the property owner of privileges enjoyed by similar properties because of the subject property's unique and special conditions. Variances may be granted with respect to dimensional and performance standards, but Variances from the use regulations of this Ordinance are not allowed.

606.02 Procedures

- (a) **Application.** Applications for Variances shall be filed in accordance with Chapter 601, Common Procedures. In addition to any other application requirements, the application for a Variance shall include data or other evidence supporting the proposed variance.
- (b) **Public Notice and Hearing.** All applications for Variances shall require public notice and a hearing before the City Council pursuant to Chapter 601, Common Procedures.

606.03 Required Findings

A Variance shall only be granted if the City Council makes all of the following findings:

- (a) There are special circumstances or conditions applicable to the property such as its size, shape, topography, location, surroundings, or existing structures, which do not apply generally to uses, land or structures in the vicinity and same zoning district;
- (b) Due to the special circumstances applicable to this property, strict application of the respective zoning regulation would deprive the property owner of privileges enjoyed by other property owners in the same zoning district;
- (c) Special circumstances applicable to the property were or are not self-imposed by the property owner; and
- (d) The authorization of the Variance will substantially meet the intent and purpose of the zoning district in which the subject property is located and will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or the public welfare in general.

606.04 Use Variances Prohibited

The City Council shall not approve any changes in the uses permitted in any zoning classification or zoning district or approve any modification of the requirements of this Ordinance that would have the effect of allowing the establishment of a use not otherwise permitted. This restriction shall not affect the authority otherwise to grant Variances pursuant to this chapter.

606.05 Conditions of Approval

- (a) In approving a Variance, the City Council may impose reasonable conditions necessary to insure that the Variance shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is located.

606.06 Decision; Expiration and Extensions; Modifications

- (a) **Decision.** The decision of the Council shall be final. The Zoning Administrator shall cause a copy of its resolution to be mailed to the applicant within ten (10) days from the date of adoption thereof.
- (b) **Expiration and Extension.** Variances are effective and may only be extended or modified as provided for in Chapter 601, Common Procedures.

Chapter 607 Amendments to General Plan

Sections:

607.01	Purpose
607.02	Applicability
607.03	Initiation of Amendment
607.04	Application Requirements
607.05	Review of Application and Determinations by Zoning Administrator
607.06	Public Hearing Scheduling
607.07	City Council Hearing and Action

607.01 Purpose

This chapter establishes procedures for making changes to the General Plan as provided for in State law when there are compelling reasons to do so as a result of changes in conditions or circumstances unforeseen at the time of adoption or last amendment of the General Plan. These circumstances include, but are not limited to, changes in State or federal law and problems and opportunities that were unanticipated at the time of adoption or last amendment. This amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy.

607.02 Applicability

The procedures of this chapter shall apply to all proposals to change the text of the General Plan and the diagrams that illustrate the application of its provisions.

607.03 Initiation of Amendment

An amendment may be initiated by the City Council or by application of any interested person.

607.04 Application Requirements

- (a) **Application.** A qualified applicant shall submit an application for a General Plan amendment on a form prescribed by the Zoning Administrator accompanied by the required fee. The Zoning Administrator may require an applicant to submit such additional information and supporting data as considered necessary to process the application.
- (b) **Coordination with Other Applications.** Related applications to be processed concurrently unless the Zoning Administrator shall otherwise allow any necessary applications for amendments to zoning regulations or for approval of discretionary permits, to be processed simultaneously with the proposed General Plan amendment. However, an application for a General Plan amendment is not considered to be a Development Project and so the approval of any associated discretionary permit shall not be subject to the time limits specified in State Law for

processing such applications until the Council approves the General Plan amendment and any necessary amendments to this Ordinance.

607.05 Review of Application and Determinations by Zoning Administrator

After determining that an application is complete and environmental review has been conducted, the Zoning Administrator shall prepare a report and recommendation to the City Council on the application for a General Plan amendment.

607.06 Public Hearing Scheduling

The Zoning Administrator shall schedule the application for hearing by the City Council in accordance with the Council's schedule for considering General Plan amendments. Notice shall be provided in accordance with Chapter 601, Common Procedures.

607.07 City Council Hearing and Action

- (a) **Hearing.** The City Council shall conduct a public hearing in conformance with the provisions of Chapter 601, Common Procedures.
- (b) **Action.** After the conclusion of the hearing, the City Council may approve, modify or disapprove the proposed General Plan amendment.

Chapter 608 Amendments to Zoning Map and Text

Sections:

608.01	Purpose
608.02	Applicability
608.03	Initiation of Amendment
608.04	Application Requirements
608.05	Review of Application and Determinations by Zoning Administrator
608.06	City Council Hearing and Action

608.01 Purpose

This chapter provides procedures by which changes may be made to the text of this Ordinance and to the Zoning Map. The zoning amendment process is not intended to relieve particular hardships nor to confer special privileges or rights upon any person, but only to make adjustments necessary in light of changed conditions or changes in public policy.

608.02 Applicability

The procedures in this chapter shall apply to all proposals to change the text of this Ordinance or to revise a zoning district classification or zoning district boundary line shown on the zoning map.

608.03 Initiation of Amendment

An amendment may be initiated by the City Council or by application of any interested person.

608.04 Application Requirements

- (a) **Application.** A qualified applicant shall submit an application for a zoning amendment on a form prescribed by the Zoning Administrator accompanied by the required fee. The Zoning Administrator may require an applicant to submit such additional information and supporting data as considered necessary to process the application.
- (b) **Coordination with Other Applications.** Related applications to be processed concurrently unless the Zoning Administrator shall otherwise allow any necessary applications for amendments to zoning regulations or for approval of discretionary permits, to be processed simultaneously with the proposed zoning amendment. However, an application for a zoning amendment is not considered to be a Development Project and so the approval of any associated discretionary permits shall not be subject to the time limits specified in State Law for processing such applications until the Council approves the zoning amendment.

608.05 Review of Application and Determinations by Zoning Administrator

After determining that an application is complete and environmental review has been conducted, the Zoning Administrator shall prepare a report and recommendation to the City Council on the application for a zoning amendment.

608.06 City Council Hearing and Action

- (a) **Hearing.** The City Council shall conduct a public hearing in conformance with the provisions of Chapter 601, Common Procedures.
- (b) **Action.** After the conclusion of the hearing, the City Council may approve, modify or disapprove the proposed zoning amendment.

Chapter 609 Development Agreements

Sections:

609.01	Purpose
609.02	Objective
609.03	Requirements
609.04	Contents
609.05	Application
609.06	Hearings and Notice
609.07	Report and Findings
609.08	Action of City Council
609.09	Initiation of Amendment or Cancellation
609.10	Recordation
609.11	Review

609.01 Purpose

The purpose of this chapter is to provide a mechanism that assures the applicant of a development project that upon approval, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and conditions that were applicable at the time of project approval, and in a manner consistent with Section 65864 et seq., of the Government Code.

609.02 Objective

The objective of a development agreement is to strengthen the public planning process, encourage private participation in comprehensive planning, reduce the economic costs of development and promote the construction of public improvements by the private sector by providing for provisions in the agreement whereby the applicant is reimbursed over time for the financing of the public improvements.

609.03 Requirements

To enter into a development agreement, the City shall find that:

- (a) A person has a legal or equitable interest in real property for the development of such property; and
- (b) The development project is consistent with the General Plan and any applicable specific plan.

609.04 Contents

A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land or facilities for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms,

restrictions, and requirements shall not prevent development of the land for uses and to the density or intensity of development set forth in the agreement. The agreement may require that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time.

609.05 Application

An application for a development agreement shall be made to the Zoning Administrator on a form prescribed by the department. The application shall be accompanied by a fee set by resolution of the City Council and will be processed in conjunction with other associated discretionary permits.

609.06 Hearings and Notice

Upon receipt of a development agreement application, the Zoning Administrator shall initiate and notice the public hearing pursuant to the provisions of Chapter 601, Common Procedures.

609.07 Report and Findings

The Zoning Administrator shall prepare a report on the development agreement application and provide a recommendation to the City Council based on the following findings:

- (a) The project is consistent with the General Plan and any applicable specific plan.
- (b) The project is authorized by the Ordinance as it relates to use and development standard regulations.
- (c) The project will not be detrimental to the public health, safety and general welfare.
- (d) The project will provide sufficient benefit to the city to justify entering into the development agreement.
- (e) The project will not have a significant impact on the environment.

609.08 Action of City Council

Following a public hearing, the City Council shall consider staff's recommendation and shall take action on the development agreement. The Council can approve, approve with modifications or deny the development agreement. If the Council approves or approves with modification the development agreement, it shall initiate proceedings to adopt an Ordinance. After the Ordinance takes effect, the city may enter into the agreement with the applicant.

609.09 Initiation of Amendment or Cancellation

Either party may propose an amendment to or cancellation in whole or in part of the development agreement previously entered into. If proposed by the applicant, the procedure shall be the same as the procedure for entering into an agreement. However, where the City Council initiates the proposed amendment to or cancellation of the development agreement,

it shall first give at least thirty days notice to the applicant of its intention to initiate such proceedings in advance of giving notice of the public hearing.

609.10 Recordation

- (a) Within ten (10) days after the City enters into the development agreement, the City shall have the agreement recorded with the County Recorder.
- (b) If the parties to the agreement or their successors in interest amend or cancel the agreement, or if the City terminates or modifies the agreement for failure of the applicant to comply in good faith with the terms or conditions of the agreement, the city shall have notice of such action recorded with the County Recorder.

609.11 Review

- (a) The Zoning Administrator shall review the development agreement at least once every twelve months from the date the agreement is entered into. The Community Development Department shall report the findings to the City Council. The time for review may be modified by agreement between the parties.
- (b) Should the Zoning Administrator find that the developer is in noncompliance or not performing consistent with the development agreement, the director shall report this finding to the City Council. The City Council may terminate the development agreement consistent with Chapter 609.09, Initiation of Amendment or Cancellation

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Chapter 610 Adjustments

Sections:

- 610.01 Purpose and Applicability
- 610.02 Procedures
- 610.03 Required Findings

610.01 Purpose and Applicability

This chapter establishes a process for making and acting upon requests for reasonable accommodation to provide an alternate means of granting relief from this Ordinance's requirements when so doing would be consistent with the Ordinance's objectives. It is the policy of the City to comply with the Federal Fair Housing Act, the Americans with Disabilities Act and the California Fair Employment and Housing Act to provide reasonable accommodation by modifying the application of its zoning and subdivision regulations for persons with disabilities seeking fair access to housing. This chapter authorizes the Zoning Administrator to grant administrative relief from the Ordinance's dimensional requirements to achieve these and other objectives and also allows the City Council to grant adjustments when necessary to accommodate uses protected by State or federal law.

610.02 Procedures

- (a) **Application.** An application for relief shall be filed with the Zoning Administrator in accordance with Chapter 601, Common Procedures. The application shall state in writing the nature of the adjustment requested and explain why the findings necessary to grant the exception are satisfied. The applicant shall also submit plans delineating the requested adjustment.
- (b) **Relief Granted by the Zoning Administrator.** The Zoning Administrator may grant relief from the dimensional requirements specified in this Ordinance to the following extent:
 - (1) **Setbacks.** Front and rear yard setback adjustments not exceeding two (2) feet. Side yard setback adjustments not exceeding one (1) foot.
 - (2) **Building Site Coverage.** Building site coverage adjustments not exceeding five (5) percent.
 - (3) **Height.** Maximum building height or other height limitations not exceeding five (5) feet.
- (c) **Referral to City Council.** The Zoning Administrator may refer to the City Council any request for an adjustment necessary to comply with the reasonable accommodation provisions of federal law based on a determination that there is a compelling public interest requiring such an accommodation.
- (d) **Concurrent Processing.** If a request for relief is being submitted in conjunction with an application for another approval, permit, or entitlement under this

Ordinance, it shall be heard and acted upon at the same time and in the same manner as that application.

610.03 Required Findings

- (a) **Findings for Approval.** A decision to grant an adjustment shall be based on the following findings, supported by information in the record:
 - (1) The adjustment is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance;
 - (2) The granting of the requested adjustment would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance; and
 - (3) The granting of the adjustment will substantially meet or advance the intent and purpose of the zoning district in which the subject property is located.
- (b) **Additional Finding for Reasonable Accommodations.** If the adjustment requested is to provide reasonable accommodation pursuant to federal or State statute, the responsible decision-maker must find that denial of the requested adjustment would impose a substantial burden on religious exercise or would conflict with any federal or State statute requiring reasonable accommodation of persons with disabilities.

Chapter 611 Environmental Review

Sections:

611.01	Purpose
611.02	Procedures
611.03	Mitigation Monitoring and Reporting Program
611.04	Preparation of Environmental Documents by Consultants

611.01 Purpose

This chapter establishes procedures for conducting environmental review to meet requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). These provisions are intended to insure that responsible decision-makers and the public are informed about the potentially significant environmental effects of proposed activities and that environmental review is integrated with the discretionary review provisions that this chapter establishes to promote incorporation of environmental considerations into the design, planning, and review of projects. These procedures apply to all projects sponsored or assisted by the City and to all private projects requiring any discretionary approvals from the City. In the event of a conflict between these environmental review regulations and applicable federal or state regulations or guidelines, the applicable federal or state regulations shall prevail.

611.02 Procedures

- (a) **Filing of Forms.** Concurrent with the submittal of project applications, the applicant shall prepare and file an Environmental Information Form and project plans with the Community Development Department.
- (b) **Preliminary Review.** Within thirty (30) days after receiving an application, the Zoning Administrator shall conduct a preliminary environmental review. As part of this review, the Zoning Administrator will identify issues to help decide if the applicant proposes a project that is subject to environmental review and may require the applicant to submit additional information needed to support this determination.
- (c) **Preparation and Processing Environmental Documents.** A determination of the appropriate level of environmental review by the Zoning Administrator shall trigger the preparation of an environmental document in compliance with the most current regulations and guidelines of the Environmental Quality Act, whether it be exempt from CEQA, require Negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report. Further, in concert with the requirements of an applicable Federal agency(s), the Zoning Administrator will cause to have prepared the appropriate NEPA environmental documentation.
- (d) **Review for Exemption**
 - (1) Determinations of Exemption shall be made within thirty (30) days of the date the application is deemed complete.

- (2) If the Zoning Administrator has determined that a project is exempt from environmental review under CEQA, such determination shall be announced in any required public notice for discretionary permits. The notice shall include a citation to the CEQA Guidelines or CEQA section under which it is found to be exempt.
 - (3) Following approval of a project that is exempt from CEQA review, a Notice of Exemption shall be filed with the County Clerk as provided for in CEQA and the applicable State and City guidelines.
 - (4) A determination of exemption by any decision-making authority other than the City Council may be appealed to the City Council in the same manner provided in Chapter 611, Appeals.
- (e) **Initial Study.** If the proposed project is subject to CEQA and is not exempt from environmental review, an Initial Study shall be prepared in compliance with CEQA and Local CEQA Guidelines.
- (f) **Determination of Environmental Significance.** Based on the Initial Study, the Zoning Administrator will make one (1) of the following findings:
 - (1) The project will have "No Significant Impacts" on the environment, and a Negative Declaration will be prepared;
 - (2) The project has been modified or mitigation measures have been incorporated to mitigate potential environmental impacts to a level of insignificance and a Mitigated Negative Declaration will be prepared; or
 - (3) The proposed project will have, or may have, significant impact(s) that may not be mitigated, and an EIR will be required.
- (g) **Environmental Determination.** If the Zoning Administrator has determined that the proposed project will not have a significant effect on the environment, a Negative Declaration shall be prepared for public review in conformance with the requirements of CEQA and applicable State and City environmental review guidelines.
- (h) **Public Notice of Environmental Determination.** The Zoning Administrator shall provide public notice of the proposed environmental determination in a newspaper of general circulation, at City Hall, and with the County Clerk.

611.03 Mitigation Monitoring and Reporting Program

- (a) **Program Contents.** The City shall approve a Mitigation Monitoring and Reporting Program (MMRP) for all projects that it approves with a Mitigated Negative Declaration or in conjunction with certification of a Final EIR and compliance with CEQA.
- (b) **Enforcement.** Failure to comply with the conditions and requirements of an approved MMRP shall be considered a violation of the conditions of approval of a project. Such violations shall be subject to enforcement in accordance with the provisions of Chapter 614, Enforcement.

- (c) **Modification of Mitigation Program Not Permitted Following Adoption.** Unless specifically authorized or required by the conditions of project approval, neither CEQA nor this chapter authorize the City to modify or add mitigation measures if the monitoring program shows that the mitigation measures have not achieved the desired result.

611.04 Preparation of Environmental Documents by Consultants

If the City Planning Division is unable to prepare an environmental document or technical study for a public or private project, the City shall contract with a qualified consultant for preparation of the appropriate environmental documents including technical studies. The City has undertaken the negotiation of and maintains an on-call environmental consultant for use on City projects with defined funding sources, and for use by private development proponents in the event they desire to streamline the process. In such cases, the City, and consultant shall prepare an agreement for preparation of and to specify the details of the necessary environmental studies and documents.

The applicant is responsible for the full cost of the services. The full negotiated cost of service plus ten (10) percent for contingencies shall be placed on deposit with the City prior to authorizing work to begin on the environmental documents. The Zoning Administrator shall be the authority to require payment to the City of a ten (10) percent administrative fee in cases where the cost of administering the contract is likely to exceed the adopted fee for environmental reviews. The Zoning Administrator shall have the authority to facilitate the consultant selection process, to select the consultant, and to negotiate fees for services. The process for selecting an environmental consultant shall be as follows:

- (a) Staff will prepare a Request for Proposals (RFP) soliciting project specific proposals from qualified consultants as represented in a consultant services file and as posted by the purchasing agent;
- (b) Staff will evaluate the proposals relative to responsiveness and pursuant to the consultant selection criteria currently used in the City;
- (c) Staff may elect to interview the consultant to determine additional qualifications and ability to represent the City's interest in a public forum;
- (d) Staff will prepare a consultant services agreement and the Zoning Administrator will sign following submittal of the necessary funds and contingencies by the project proponent; and
- (e) Staff will send the deposit to the finance department and request the establishment of a pass through account and will set up a purchase order for monthly invoice payments.

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Chapter 612 Appeals

Sections:

612.01	Purpose
612.02	Rights of Appeal
612.03	Time Limits
612.04	Procedures
612.05	Standards of Review

612.01 Purpose

This chapter establishes uniform procedures for appeals of final decisions by the Zoning Administrator, City Engineer or Parcel Map Committee.

612.02 Rights of Appeal

Appeals may be filed by the applicant, by the owner of property, or by any other person aggrieved by a decision that is subject to appeal under the provisions of this Ordinance.

612.03 Time Limits

Unless otherwise specified in State or federal law, all appeals shall be filed with the City Clerk in writing within ten (10) calendar days of the date of the action. In the event an appeal period ends on a Saturday, Sunday, or holiday observed by the City, the appeal period shall end at the close of business on the next consecutive business day.

612.04 Procedures

- (a) **Proceedings Stayed by Appeal.** The timely filing of an appeal shall stay all proceedings in the matter appealed including, but not limited to, the issuance of City building permits and business licenses.
- (b) **Filing an Appeal.** All final decisions of the Zoning Administrator, City Engineer or Parcel Map Committee may be appealed to the City Council by filing a written appeal with the City Clerk accompanied by the required fee. The notice of appeal shall set forth, in concise language, the following:
 - (1) Date of appeal;
 - (2) Name of appellant and the individual representing appellant;
 - (3) Address to which notices shall be sent;
 - (4) Telephone number of representative;
 - (5) Name of applicant, if different from appellant;
 - (6) Action or decision being appealed and the date of such action or decision;
 - (7) Address and description of real property involved; and
 - (8) Grounds for appeal.

- (c) **Transmission of Record.** The City Clerk shall schedule the appeal for consideration by the City Council within 30 days of the date the appeal was filed. The Zoning Administrator shall forward the appeal, the Notice of Action, and all other documents that constitute the record to the City Council. The Zoning Administrator shall also prepare a staff report that responds to the issues raised by the appeal and may include a recommendation for action.
- (d) **Public Notice.** In addition to providing notice in the same manner required for the action that was the subject of the appeal, the City Clerk shall provide notice to all persons who spoke on the matter at any prior hearings on the same matter. Notice to such persons shall be mailed only if they provided their names and addresses at the time they spoke at the prior hearing.
- (e) **City Council Action.** The City Council shall review the appeal, the record, and any written correspondence submitted after the appeal has been filed, and may take one (1) of the following actions:
 - (1) Conduct a public hearing; or
 - (2) Remand the matter to the Zoning Administrator to cure a deficiency in the record or proceedings.
- (f) **City Council Decision.** The City Council shall render its decision within thirty (30) days of the date the hearing is closed unless State law requires a shorter deadline.
- (g) **Council Action In-Lieu of Appeal.** The City Council may call up for review and a public hearing any action of the Zoning Administrator within ten (10) days of the decision. Such action by the Council shall stay all proceedings in the same manner as the filing of an appeal. Such action shall not require any statement of reasons and shall not represent opposition to or support of an application or appeal.

612.05 Standards of Review

When reviewing any decision on appeal, the City Council shall use the same standards and criteria for decision-making required for the original decision. The City Council may adopt the same decision and findings as were originally approved.

Chapter 613 Enforcement

Sections:

613.01	Purpose
613.02	Enforcement Responsibilities
613.03	Public Nuisance Defined
613.04	Penalties
613.05	Remedies

613.01 Purpose

This chapter establishes the responsibilities of various departments, officials and public employees of the City to enforce the requirements of this chapter and sets forth the procedures the City will use to identify, abate, remove, and enjoin those uses, structures, buildings, or properties that are deemed to be in violation of this Ordinance.

613.02 Enforcement Responsibilities

All departments, officials, and public employees of the City, vested with the duty or authority to issue permits or licenses, shall conform to the provisions of this chapter, and shall issue no permit or license for uses, buildings, or purposes in conflict with the provisions of this chapter; and any such permit or license issued in conflict with the provisions of this chapter shall be null and void. The following officials, departments, and employees have specific responsibilities as follows:

(a) Zoning Administrator

- (1) Shall enforce all provisions of this chapter related to issuance of discretionary permits and shall have responsibility for ordering the correction of violations and initiating the revocation of discretionary permits pursuant to Section 601.10, Revocation of Approvals, and the abatement of nuisances as defined in this chapter.
- (2) Shall prior to issuance of building permits, ascertain that plans presented with the building permit application conform to those approved subject to the requirements of this Ordinance.
- (3) Shall enforce all provisions of this Ordinance pertaining to the use, erection, construction, reconstruction, relocation, conversion, alteration, or addition to any building or structure and condition of approval of Use Permits, Variances, nuisance abatements, or other discretionary approvals. The Zoning Administrator is hereby authorized to cause to be stopped any work or use undertaken without or contrary to approval granted pursuant to this chapter or in violation of any of its other provisions.

- (b) City Attorney.** The City Attorney may, at his or her discretion or upon order of the Council, immediately commence action or proceedings for the abatement and removal and enjoinder of violations in the manner provided by law, and may take

such other steps and may apply to such courts as may have jurisdiction to grant such relief as will abate and remove such use, or building or structure, and may seek to restrain and enjoin any person, firm or corporation from such use of any property, building or structure, or from setting up, erecting, building, maintaining or demolishing any such building or structure contrary to the provisions of this chapter.

613.03 Public Nuisance Defined

Any use, event, building or structure that violates any provision of this Ordinance or any other City, State, or federal regulation, Ordinance, or statute shall be deemed a public nuisance.

613.04 Violations and Penalties

- (a) Any person, firm, or corporation violating any provision of this Ordinance is subject to any and all applicable provisions of this Code, including but not limited to the General Penalty provisions specified at Municipal Code Section 1-9.
- (b) Any person, firm, or corporation violating any of the provisions of this Ordinance may be subject to the Administrative Citation procedure pursuant to Chapter 2, Article XIV of the City of Porterville Municipal Code. These procedures are in addition to other applicable remedies established in the Municipal Code
- (c) Notwithstanding the applicable fines specific in Chapter 2, Article XIV, any nuisance associated with a use allowed by a discretionary permit (i.e. Conditional Use Permit, etc.) as set forth in this code, may be subject to an administrative fine as follows:
 - (1) First offense: Not more than \$500
 - (2) Second offense: Not more than \$2,500
 - (3) Third offense: Not more than \$5,000

613.05 Remedies

Upon a finding of nuisance pursuant to this chapter, and after giving the property owner an opportunity to cure the nuisance (i.e. courtesy notice or Notice of Violation) and determining that the nuisance still exists, the Zoning Administrator shall submit the item to the Code Compliance Officer for recourse outlined in the Porterville Municipal Code who may impose any remedy available at law or in equity.

Series 700: General Terms

Chapter 700 List of Terms and Definitions

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700.01 List of Terms

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700.02 Definitions

Abutting or Adjoining. Having a common border, boundary, or lot line. Lots or parcels of land that touch at corners only shall not be deemed adjoining.

Accessory Building. *See Building, Accessory.*

Accessory Structure. *See Structure, Accessory.*

Accessory Use. *See Use, Accessory.*

Acre, Gross. A measure of total land area of a lot or site, including areas to be dedicated for public rights-of-way, streets, schools, or other dedications.

Acre, Net. A measure of land area of a lot or site remaining after dedication of all areas for public rights-of-way, streets, schools, or other dedications.

Adjacent. Directly abutting, having a boundary or property line(s) in common or bordering directly, or contiguous to.

Affordable Housing Terms. The following terms are related to Chapter 302, Affordable Housing Density Bonus and Other Incentives.

Additional Incentive. A benefit offered by the City to facilitate construction of eligible projects as defined by the provisions of Chapter 302. Benefits may include, but are not limited to, priority processing, fee deferments and waivers, the modification of site development standards or zoning code requirements, or any other regulatory incentive which would result in identifiable cost avoidance or reductions that are offered in addition to a density bonus.

Affordable Rent. Monthly housing expenses, including a reasonable allowance for utilities, for rental target units reserved for very low, lower or moderate income households, not exceeding the following calculations:

- (1) *Very Low Income:* Fifty (50) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12); and
- (2) *Lower Income:* Sixty (60) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12).

Affordable Sales Price. A sales price at which lower or very low income households can qualify for the purchase of target units, calculated on the basis of underwriting standards of mortgage financing available for development.

Density Bonus. A minimum increase in the number of dwelling units authorized for a particular parcel of land of at least twenty-five (25) percent over the otherwise maximum residential density.

Density Bonus Units. Residential units granted pursuant to the provisions of Chapter 302, Affordable Housing Density Bonus and Other Incentives, which exceed the otherwise maximum residential density for the development site.

Economically Feasible. Economically feasible means when a housing project can be built with a reasonable rate of return. The housing developer's financial ability to build the project shall not be a factor.

Household Type. Type of household classified according to whether the occupants of the housing units are very low income, lower income, or senior citizens.

Housing Cost. The sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowners' association fees, and a reasonable allowance for utilities.

Lower Income Household. A household whose gross income is as established by Health and Safety Code Section 50079.5.

Maximum Residential Density. The maximum number of residential units allowed by the General Plan range specified on the land use map of the City's General Plan.

Moderate Income Household. A household whose gross income is as established by Health and Safety Code Section 50093.

Regulatory Agreement. A legally binding agreement between a developer and the City to ensure that the requirements of Chapter 302, Affordable Housing Density Bonus and Other Incentives are satisfied. The agreement, among other things, shall establish: the number of target units, their size, location, terms, and conditions of affordability, and production schedule.

Senior Citizen. Persons who are:

- (1) At least sixty-two (62) years of age; or
- (2) At least fifty-five (55) years of age in a senior citizen housing development, as defined by state and federal law.

Senior Citizen Housing Development. Residential development of one (1) of the following types:

- (1) Assisted housing units for senior citizens; or
- (2) Housing intended for, and solely occupied by, persons at least sixty-two (62) years of age; or
- (3) Housing consisting of at least one hundred fifty (150) units in which eighty (80) percent of the units have at least one (1) person aged fifty-five (55) or older and which provide special facilities and services designed for seniors. Eligibility for a density bonus or other incentive for senior citizen units must be in conformity with state and federal laws governing senior housing projects.

Target Unit. A dwelling unit within a housing development which will be reserved for sale or rent to, and affordable to, very low, lower or moderate income, or senior citizen households.

Very Low Income Household. A household whose gross income is as established by Health and Safety Code Section 50105.

Aggrieved Person. Any person who, in person or through a representative, appeared at a City public hearing in conjunction with a decision or action appealed or who, by other appropriate means prior to a hearing, informed the local government of the nature of his or her concerns or who, for good cause, was unable to do either.

Alley. A public way permanently reserved primarily for secondary vehicular service access to the rear or side of properties otherwise abutting on a street.

Alteration. Any change, addition or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance and repairs. *See also "Structural Alterations" for modifications to any of the supporting members of a structure.*

Americans with Disabilities Act (ADA). United States Public Law 101-336, 104 Stat. 327 (July 26, 1990), codified at 42 U.S.C. Section 12101 et seq.

Animal-Related Terms

Household Pet. Any animal customarily permitted and kept in a dwelling and kept only for the company or pleasure provided to the occupants of the dwelling, such as a dog, cat, parakeet, tropical fish, hamster, rabbit, or Vietnamese pot-bellied pig.

Livestock. Any domestic animals such as cattle, horses, donkeys, mules, burros, sheep, hogs, or goats.

ARC Districts (Agriculture/Rural/Conservation Districts). One (1) or more of the following districts: AC Agriculture/Conservation or RR Rural Residential.

Area, Gross. The horizontal area within the boundaries of a lot or site including any area for future streets, parks, and other dedications.

Balcony. A platform that projects from the wall of a building thirty (30) inches or more above grade.

Base District. A zoning district that includes use, height, bulk, space, and development standards for the regulation of development in a particular area.

Bedroom. Any room located within a dwelling unit that is used primarily for sleeping purposes by its residents and that contains at least seventy (70) square feet of floor area. Rooms designated as a “den”, “library”, “study”, “loft” or other extra room that satisfies this definition and is not a kitchen, living room, or bath will be considered a bedroom.

Bicycle Parking, Long-term. Bicycle parking that is designed to serve employees, students, residents, commuters, and others who generally stay at a site for four (4) hours or longer.

Bicycle Parking, Short-term. Bicycle parking that is designed to serve shoppers, customers, messengers, guests, and other visitors to a site who generally stay for a period of less than four (4) hours.

Block. The frontage along one (1) side of a street between the two (2) nearest intersecting streets.

Blockface. All property between two (2) intersections that fronts upon a street or abuts a public right-of-way.

Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods, or materials.

Building Footprint. *See Footprint.*

Building Front. That portion of the main building which affords public entry. In the case of a building with more than one (1) public entry, the entrance with the assigned address shall be considered the main public entry.

Building Height. *See Height.*

Building, Accessory. A subordinate building, the use of which is incidental to that of the main building on the same lot.

Building, Main. A building in which is conducted the principal use of the lot on which it is situated.

C Districts (Commercial Districts). One (1) or more of the following districts: CN Neighborhood Commercial, CR Retail Center, CG General and Service Commercial or CMX Commercial Mixed-Use.

California Building Code. The latest edition of the California Building Code, as adopted by and in effect in the City.

California Environmental Quality Act (CEQA). State law, pursuant to California Public Resources Code Section 21000 et. seq. or any successor statute, that requires public agencies to document and consider the environmental effects of a proposed action before a decision.

Carport. An accessory structure that is roofed but permanently open on at least two (2) sides and maintained for the storage of motor vehicles.

City. The City of Porterville.

City Council. The City Council of the City of Porterville.

City Engineer. The City Engineer of the City of Porterville.

Code Enforcement Officer. A Code Enforcement Officer is defined under Chapter 2, Article IV, of the City of Porterville Municipal Code.

Commercial Vehicle. Any vehicle currently registered as such with the state Department of Motor Vehicles or equivalent out-of-state or federal agency and is used primarily in the conduct of a business as opposed to private family or individual use.

Compatible. That which is harmonious with and will not adversely affect surrounding buildings and/or uses.

Condition of Use. A development standard determined to be necessary to permit the harmonious classification of a use as listed in a district and therefore a prerequisite to place, or for application to place, such use as classified.

Conditionally Permitted. Permitted subject to approval of a Conditional Use Permit or Site Plan Review.

Construction. Construction, erection, enlargement, alteration, conversion or movement of any building, structures, or land together with any scientific surveys associated therewith.

Conversion. A change of a residential dwelling, including a mobile home lot in a mobile home park, as defined in Section 18214 of the Health and Safety Code, or a

residential hotel, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, to a condominium, cooperative, or similar form of ownership; or a change of a residential dwelling, including a mobile home lot in a mobile home park, or a residential hotel to a nonresidential use.

County. The County of Tulare.

Crew Members. People that make up the crew of an aircraft, including the pilot, co-pilots, flight engineers, observers, control officers, essential maintenance personnel, and personnel that support the operation of the aircraft's activity such as paramedics, nurses, and incidental passengers that travel to or from the site of the aircraft in the aircraft in flight.

Crew Quarters. Temporary or permanent facilities that house crew members of an aircraft on a temporary basis.

D Districts (Downtown Districts). One (1) or more of the following districts: DR-N Downtown Retail – North of Olive Avenue, DR-S Downtown Retail – South of Olive Avenue, DR-D Downtown Retail – D Street Corridor, D-MX Downtown Mixed-Use, D-PO Downtown Professional Office, D-CG Downtown General and Service Commercial, D-PS Downtown Public and Semi Public, DRM-2 Downtown Medium Density Residential, and DRM-3 Downtown High Density Residential.

Deck. A platform, either freestanding or attached to a building, that is supported by pillars or posts. See also "Balcony."

Demolition. The intentional destruction and removal of any structure or portion thereof, including a residential dwelling, including a mobile home, as defined in Section 18008 of the Health and Safety Code, or a mobile home lot in a mobile home park, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, which has not been declared to be a public nuisance under Division 13 (commencing with Section 17000) of the Health and Safety Code or any local ordinance enacted pursuant to those provisions.

Density. The number of dwelling units per unit of land area.

Development. Any manmade change to improved or unimproved real estate, including but not limited to the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; and any use or extension of the use of land.

Development Agreement. A contract duly executed and legally binding between the City of Porterville and a developer(s) that delineates the terms and conditions agreed upon by two (2) or more parties.

Development Ordinance. The Development Ordinance of the City of Porterville, as amended.

District. *See Zoning District.*

Double Frontage Lot. *See Lot, Through.*

Drive-Through Facilities. Facilities designed to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle, typically associated with banks, eating, and drinking establishments, pharmacies, and other commercial uses.

Driveway. An accessway composed of concrete or asphalt that provides vehicular access between a public street or legal right-of-way, controlled by the City of Porterville, and the parking or loading facilities located on an adjacent property.

Dwelling Unit. A room or suite of rooms including one (1) and only one (1) kitchen, and designed or occupied as separate living quarters for one (1) family. *See also Family.*

Easement. A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege or interest which one (1) party has in the land of another.

Effective Date. The date on which a permit or other approval becomes enforceable or otherwise takes effective, rather than the date it was signed or circulated.

Emergency. A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property or essential public services.

Environmental Impact Report (EIR). An Environmental Impact Report as required under the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.

Facade. The exterior wall of a building exposed to public view or that wall viewed by persons not within the building. The portion of any exterior elevation of a building extending vertically from the grade to the top of a parapet wall or eave, and horizontally across the entire width of the building elevation.

Family. One (1) or more persons living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities. Members of a "family" need not be related by blood but are distinguished from a group occupying a hotel, club, fraternity or sorority house.

Fence. An artificially-constructed barrier of any material or combination of materials erected to enclose or screen an area of land.

Feasible. Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

Floor Area. The total floor area in a building (including basements, mezzanines, interior balconies, and upper stories or levels in a multistory building) unless otherwise stipulated; e.g., "ground" floor area.

Floor Area Ratio (FAR). The ratio of the total floor area of all buildings on a lot to the lot area.

Foot-candle. See *Lighting Terms*.

Footprint. The horizontal area, as seen in plan view, of a building or structure, measured from the outside of exterior walls and supporting columns, and excluding eaves.

Freeway. A divided arterial highway designated for through traffic having grade separate intersections and full control of access; State Routes 190 and 65.

Frontage, Street (Frontage, Lot). That portion of a lot or parcel of land that borders a public street. "Street frontage" shall be measured along the common lot line separating said lot or parcel of land from the public street, highway, or parkway.

Garage. A building or portion of a building that is enclosed and roofed and designed for the storage of motor vehicles.

General Plan. The Porterville 2030 General Plan.

Glare. The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort or loss of visual performance and ability.

Gross Leasable Area. The total floor area for which a tenant pays rent and that is designed for the tenant's occupancy and exclusive use, including any basements and mezzanines.

Ground Floor. The first floor of a building other than a cellar or basement.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Heat. Thermal energy of a radioactive, conductive, or convective nature.

Height. The vertical distance from the highest point of any structure to the ground level directly below. *See also Section 103.05, Measuring Height.*

Home Occupation. Any occupation conducted by a resident, entirely within a dwelling, where the use is accessory to the residential use of the structure, and does not change the residential character of the neighborhood. *See Chapter 301, Standards for Specific Uses and Activities.*

Household. A family living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.

Illegal Use. Any use of land or building that does not have the currently required permits and was originally constructed and/or established without permits required for the use at the time it was brought into existence.

In-lieu Fees. A cash payment required as a substitute for a dedication and/or improvement of land by an owner or developer of property.

Intensity of Use. The impacts a particular use or the use in combination with other uses has on its surroundings or on its demand for services and natural resources. Measures of intensity include but are not limited to requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light or glare generated; the number of persons attracted to the site, or, in eating establishments, the number of seats.

Intersection, Street. The area common to two (2) or more intersecting streets.

Kitchen. Any room or space within a building intended to be used for the cooking or preparation of food.

Land Division Terms. The following terms are related to Series 400, Land Divisions.

Abut. To physically touch, border upon, or share a common corner or property line. For the purposes of Series 400, Land Divisions, abutting properties shall include those properties separated by any road, street, or highway except for a limited access major highway, canal, or railroad.

Access, Approved. A means of vehicular access that conforms to all of the requirements of Series 400, Land Divisions, and has been approved by the City Council or its designee.

Adjoin. To physically touch, be contiguous to, or be situated next to but not including properties separated by any road, street, or highway.

Applicant. The subdivider or agent thereof.

Arterial. A street designated by the circulation element of the General Plan to serve high-volume inter- and intra-city traffic, and to act as a distributor between freeways, other arterials, and major traffic generators.

Block. An area of land within a subdivision entirely bounded by any streets (other than alleys), freeways, railroad rights-of-way, natural barriers, or the exterior boundaries of the subdivision.

Centerline. A line designated by official survey to be the center of a future or existing fully developed easement, street, road, or highway, which may or may not coincide with the construction centerline.

Collector Street. A street designated by the circulation element of the General Plan to collect and distribute traffic between local streets and arterials.

Community Apartment Project. A project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon.

Condominium. A property conforming to the definition set forth in Section 783 of the Civil Code of the State of California.

Condominium Project. A development consisting of condominiums.

Conversion. The creation of separate ownership of existing real property together with a separate interest in space of a building.

Cul-de-sac. A local street open at only one (1) end, which has a turnaround for vehicles at the closed end.

Design. Any of the following:

- Street alignments, grades and widths, sidewalks, curbs and gutters;
- Drainage and sanitary facilities and utilities, including alignments and grades thereof;
- Location and size of all required easements and rights-of-way;
- Fire roads and firebreaks;
- Lot size and configuration;
- Traffic access;
- Grading;
- Land to be dedicated for park or recreational purposes; and
- Other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Final Map. A map showing a subdivision of five (5) or more lots, prepared for filing with the Tulare County Recorder in accordance with the provisions of the Subdivision Map Act and Series 400, Land Divisions, if deemed in substantial compliance with a previously approved tentative subdivision map and with any conditions to such approval.

Flood or Flooding. Any general inundation of normally dry land from the overflow of tidal waters or from the unusual and rapid accumulation of runoff of surface waters from any source.

Frontage Road. A street adjacent and auxiliary to a freeway or arterial, and separated by a divider strip, which street provides access to abutting property.

Improvements. Any street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvements also refers to any other specific improvements or types of improvements, the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approval by the local agency, or by a combination thereof, is necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Industrial Street. A street that serves an industrial area and connects said area to the major street system.

Local Street. A street which provides direct access to abutting properties, primarily in residential districts with more than four hundred (400) average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Lot Line Adjustment. A shift or rotation of an existing lot line or other adjustment where a greater or lesser number of parcels than originally existed is not created, as approved in accordance with Section 406.03, Lot Line Adjustments.

Map Act. The Subdivision Map Act of the State of California Government Code.

Merger. The joining of two (2) or more contiguous parcels of land under one (1) ownership into one (1) parcel.

Minor Street. A street that provides direct access to abutting properties, primarily in residential districts with four hundred (400) or fewer average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Parcel. A legally subdivided plot of land shown on a map of record. Also referred to as “lot.”

Parcel Map. A map prepared in accordance with the provisions of this chapter, designed to be placed on record in the office of the Tulare County Recorder, and providing for the division of land which meets the exceptions set forth in Section 66426 of the Map Act.

Preliminary Map. A map to be submitted to the Zoning Administrator prior to the filing of a tentative map, to show the general characteristics of the proposed subdivision and any other data necessary to enable the Project Review Committee to review the proposed subdivision design.

Private Street. Any street, roadway, accessway or similar, lying in whole or in part within a subdivision which is privately owned and maintained and provides access to a development.

Public Improvement. A street work, utilities, and other facilities proposed or required to be installed within the subdivision for the general use of all the subdivision lot owners and for local neighborhood or community needs.

Remainder. That portion of an existing parcel which is not designated on the required map as part of the subdivision. The remainder shall not be considered as part of the subdivision but shall be shown on the required map as part of the area surrounding the subdivision.

Standard Plans and Specifications. All the standard plans and specifications prepared by the City Engineer and approved by resolution of the City Council.

Stock Cooperative. A development in which a corporation is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise, shall be deemed to be an interest in a common interest development and a real estate development.

Subdivider. As defined in Section 66423 of the Map Act.

Subdivision. The division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered contiguous units, even if it is separated by roads, streets, utility easement, or railroad rights-of-way. This definition shall specifically include Condominiums, Community Apartment Projects, or Stock Cooperative conversions.

Subdivision Design. The overall layout of the proposed subdivision including, but not limited to, the arrangement of streets and intersections, the layout and size of lots, the widths and locations of easements and rights of way for utilities, drainage structures, sewers, the nature and location of public or semi-public facilities, programs for the preservation of natural features, and the installation of public improvements.

Tentative Map. A map made for the purpose of showing the design and improvements of a proposed subdivision and the existing conditions in and around it.

Tentative Parcel Map. A map made for the purpose of showing the design and improvements of a proposed subdivision creating four (4) or fewer parcels or more than four (4) parcels as provided for in the State Subdivision Map Act and Series 400, Land Divisions, and the existing conditions in and around it.

Vesting Tentative Map. A tentative map for a subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed in accordance with Chapter 403, Vesting Tentative Map, and is thereafter processed in accordance with the provisions hereof.

Landscaping. The planting, configuration and maintenance of trees, ground cover, shrubbery and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Landscaping Terms

Automatic Controller. A mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

Backflow Prevention Device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Anti-Drain or Check Valve. A valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent minimizes drainage from sprinkler heads when the system is off.

Controller. An automatic timing device used to remotely control valves to set an irrigation schedule.

Emitter. A drip irrigation fitting emission device that delivers water slowly from the system to the soil.

Hydrozone. A portion of the landscaped area having plants with similar water needs

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.

Operating Pressure. The pressure at which an irrigation system is designed by the manufacturer to operate.

Overspray. The water which is delivered beyond the landscaped area and causes overland flow during irrigation events onto non-targeted areas such as, pavements, walks and structures.

Runoff. Water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area.

Lighting Terms

Foot-candle. A quantitative unit of measure for luminance. One (1) foot-candle is equal to the amount of light generated by one (1) candle shining on one (1) square foot surface located one (1) foot away. Equal to one (1) lumen uniformly distributed over an area of one (1) square foot.

Light Fixture. The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

Light Fixture Cutoff. Light fixtures are classified as full cutoff, cutoff, semi-cutoff, or non-cutoff according to the most recent adopted criteria of the Illuminating Engineering Society of North America (IESNA). The four (4) IESNA classifications are defined as follows (IESNA 2000):

Full Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir is zero (0), and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed two and one-half (2.5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary.

Semi-Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed five (5)

percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed twenty (20) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary.

Non-Cutoff. There is no candela limitation in the zone above maximum candela.

Shielded Fixture. Outdoor light fixtures shielded or constructed so that light rays emitted by the lamp are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted.

Living Room. The principal room in a dwelling unit designed for general living purposes rather than for sleeping.

Long-Term Parking. A situation in which a vehicle is not normally moved during the period of an employee's work shift, as opposed to customer or visitor parking.

Lot. A parcel, tract, or area of land whose boundaries have been established by a legal instrument such as a recorded deed or a recorded map, and which is recognized as a separate legal entity for purposes of transfer of title, except public easements or rights-of-way.

Lot Area. The total area circumscribed by the boundaries of a lot, excluding any street rights-of-way.

Lot Coverage. The portion of a lot that is covered by structures, including principal and accessory buildings, garages, carports, and roofed porches, but not including unenclosed and unroofed decks or landings. *See also Section 103.10, Determining Lot Coverage.*

Lot Depth. The distance from the midpoint of the front property line of a lot to the midpoint of the rear property line, or to the most distant point on any other lot line where there is no rear lot line. *See also Section 103.06, Measuring Lot Width and Depth.*

Lot Frontage. *See Frontage, Street.*

Lot Line. Any boundary of a lot.

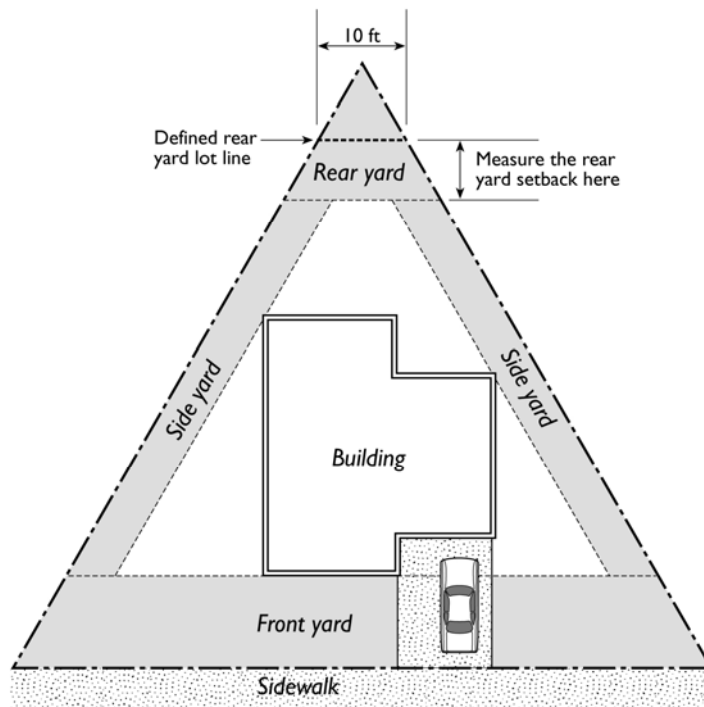
Lot Line Types

Front Lot Line. The lot line that abuts a street or public right-of-way. For corner lots, the shortest side fronting a public street is considered the front lot line regardless of which street is used for vehicle or pedestrian access, or street address.

Interior Lot Line. Any lot line that is not adjacent to a street.

Rear Lot Line. The lot line that is opposite and most distant from the front lot line. Where no lot line is within forty-five (45) degrees of being parallel to the front lot line, a line ten (10) feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Figure 700.02(A): Rear Lot Line For Purpose Of Determining Setback



Side Lot Line. Any lot line that is not a front or rear lot line.

Street Side Lot Line. A side lot line of a corner lot that is adjacent to a street.

Lot Types

Lot, Corner. A lot or parcel situated at the intersection of two (2) or more streets that have an angle intersection measured within said lot or parcel of not more than one hundred thirty-five (135) degrees.

Lot, Flag. A lot with access to a street by means of a strip of land having less than the required site width but not less than twenty-five (25) feet of frontage. The length of a strip shall be measured from the frontage line to the nearest point of intersection with that lot line parallel or most nearly parallel to the

frontage line. The area of an access strip shall not be included in determining the site area of the developable lot.

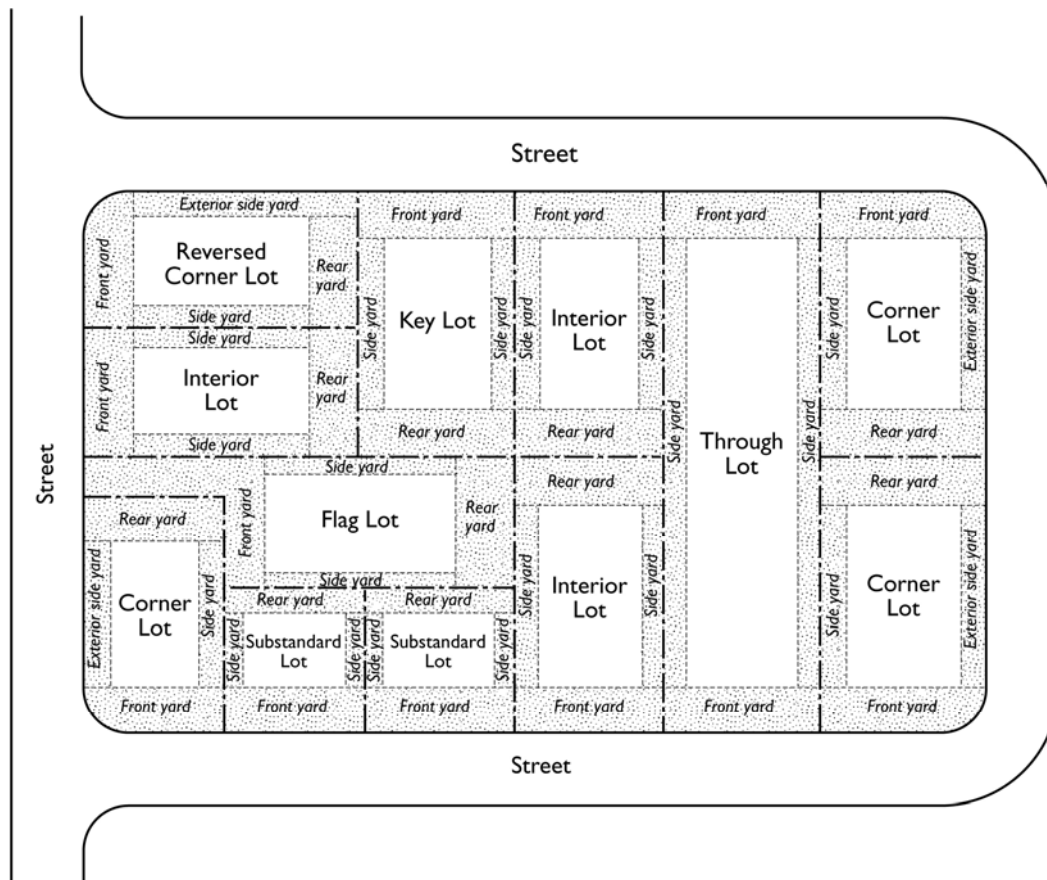
Lot, Interior. A lot or parcel of land other than a corner or flag lot.

Lot, Key. An interior lot adjoining the rear lot line of a reversed corner lot.

Lot, Reversed Corner. A corner lot, the street side lot line of which is substantially a continuation of the front line of a lot or parcel of land which adjoins the rear lot line of said lot.

Lot, Through. A lot having frontage on two (2) parallel or approximately parallel streets.

Figure 700.02(B): Lot And Yard Types



Lot Width. The distance between the side lot lines, measured at a right angle to the lot depth at the midpoint of the lot depth line. See also Section 103.06, *Measuring Lot Width and Depth*.

Maintenance and Repair. The repair or replacement of nonbearing walls, fixtures, wiring, roof or plumbing that restores the character, scope, size or design of a structure to its previously existing, authorized, and undamaged condition.

Manufactured Home. A structure constructed on or after June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Manufactured home" includes any structure that meets all the requirements of this paragraph and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974.

Medical Marijuana Dispensary. Any facility or location where medical marijuana is made available to and/or distributed by or to one (1) or more of the following: a primary caregiver, a qualified patient, or a person with an identification card, in strict accordance with California Health and Safety Code Section 11362.5 et seq. A "medical marijuana dispensary" shall not include the following uses, as long as the location of such uses are otherwise regulated by this Code or Applicable Law: a clinic licensed pursuant to Chapter 1 or Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code Section 11362.5 et seq.

Mobile Home. A structure constructed prior to June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Mobilehome" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code.

Noise Terms

Ambient Noise Level. The composite of noise from all sources excluding an alleged offensive noise. In this context, the ambient noise level represents the normal or existing level of environmental noise at a given location for a specified time of day or night.

Decibel. A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

Mobile Noise Source. Any noise source other than a fixed noise source.

Noise. Any sound that annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise Level Reduction (NLR). The difference in decibels of noise level from the outside of a building to the interior of a building, generally resulting from various construction methods and the materials used in walls, windows, ceilings, doors, and vents of a building.

Nonconforming Use and Development Terms

Abandoned. A use that has ceased or a structure that has been vacated for a time period as specified in this ordinance. Abandonment does not include temporary or short-term interruptions to a use or occupancy of a structure during periods of remodeling, maintaining, or otherwise improving or rearranging a facility.

Illegal Nonconforming Building or Use. A building or use that does not conform to one (1) or more of the provisions of the Development Ordinance and did not lawfully exist on the effective date of applicable sections of the Development Ordinance.

Nonconforming Building or Structure. Any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time the ordinance codified in the Development Ordinance or any amendment thereto became effective, but which, due to the application of the Development Ordinance or any amendment thereto, no longer complies with all the applicable regulation and standards of development in the zone in which it is located.

Nonconforming Lot. A lot, the area, dimensions, or location of which was lawful prior to the effective date of the Development Ordinance, or any amendment thereto, but which fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district.

Nonconforming Sign. A sign that lawfully existed prior to but which fails by reason of such adoption or amendment to conform to all of the standards and regulation of the Development Ordinance.

Nonconforming Use. A use of a structure or land that was lawfully established and maintained, but which does not conform with currently applicable use regulations for the district in which it is located by reason of adoption or

amendment of the Development Ordinance or amendment thereto or by reason of annexation of territory to the city.

Nuisance. Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use and enjoyment of property, or a violation of this Development Ordinance.

Occupancy, Change In. A discontinuance of an existing use and the substitution therefore of a use of a different kind or class.

On-Site Loading Facilities. A site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

On-Site. Located on the lot that is the subject of discussion.

Open Space Types

Private Open Space. Open areas for outdoor living and recreation that are adjacent and directly accessible to a single dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

Common Open Space. Areas for outdoor living and recreation that are intended for the use of residents and guests of more than one (1) dwelling unit.

Usable Open Space. Outdoor areas that provide for outdoor living and/or recreation for the use of residents.

Opposite. Across from or across the street from.

Outdoor Storage. The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours, except for the keeping of building materials reasonably required for construction work on the premises pursuant to a valid and current building permit issued by the City.

Owner. Any person owning property, as shown on the last equalized assessment roll for city taxes or the lessee, tenant or other person having control or possession of the property.

Parking Area. A lot, structure, or any other area, including driveways, which is designed for and the primary purpose of which is to provide for the temporary storage of vehicles.

Permit. Any Zoning Certificate, Conditional Use Permit, Temporary Use Permit, Building Permit, license, certificate, approval, or other entitlement for development and/or use of property as required by any public agency.

Permitted Use. Any use allowed in a zoning district without a requirement for approval of a Conditional Use Permit, but subject to any restrictions applicable to that zoning district.

Person. Any individual, firm, association, organization, partnership, business trust, company, or corporation.

Persons with Disabilities. Persons who have a medical, physical, or mental condition, disorder or disability as defined in California Government Code Section 12926, that limits one (1) or more major life activities.

Porch. A roofed structure, usually open at the sides, projecting from the face of a building and used to protect the entrance.

Pre-existing. In existence prior to the effective date of this Chapter.

Project. Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this ordinance. This term also refers to any action that qualifies as a “project” as defined by the California Environmental Quality Act.

Public Works Director. The director of Porterville’s Public Works Department.

Qualified Applicant. The property owner, the owner’s agent, or any person, corporation, partnership or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has an enforceable proprietary interest in such land.

R District (Residential District). One (1) or more of the following districts: RS-1 Very Low Density Residential, RS-2 Low Density Residential, RM-1 Low-Medium Density Residential, RM-2 Medium Density Residential, or RM-3 High Density Residential.

Recreational Vehicle. A motor home, travel trailer, truck camper, or camping trailer with or without motor power designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

- (1) It contains less than three hundred twenty (320) square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units, or fixtures, and a bath or toilet room;
- (2) It contains four hundred (400) square feet or less of gross area measured at maximum horizontal projections;
- (3) It is built on a single chassis; and
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit issued by the appropriate state agency.

Redevelopment Agency/Successor Agency. The Redevelopment Agency/Successor Agency of the City of Porterville.

Rescission. The City's unilateral unmaking of an approval for a legally sufficient reason, such as applicant's material breach of a condition.

Right-of-Way. A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other similar use.

Screening. Screening refers to a wall, fence, hedge, informal planting, or berm, provided for the purpose of buffering a building or activity from neighboring areas or from the street.

Setback. The area between a property line and a building or structure which must be kept clear or open. *See also Section 103.04, Measuring Distances, and Section 103.12, Measuring Setbacks (Yards).*

Sexually Oriented Business Terms. See Section 301.17, Sexually Oriented Businesses.

Sidewalk. A paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign-Related Terms. The following terms are related to Chapter 305, Signs.

Abandoned Sign. A sign remaining in place or not maintained for a period of 90 days which no longer advertises or identifies an ongoing business, product, or service available on the business premise where the sign is located.

Animated Sign. A sign that uses movement or change of lighting to depict action or create a special effect or scene.

Area of Sign. The area included within the outer dimensions of a sign face display area including all portions not part of the necessary supporting structure; a double-faced sign whose faces are parallel or no more than 30 degrees apart shall be deemed to be a single sign for the purposes of determining sign area. In the case of a sign placed on a wall or other structure surface, the area shall be computed by enclosing the sign within sets of parallel lines.

Awning Sign. A sign painted or otherwise affixed permanently to the exterior surface of an awning. For purposes of this Division, awning means shelter projecting from and supported by the exterior wall of a building and constructed of a rigid frame covered by a flexible skin (e.g., as fabric, synthetic material, or thin sheet metal).

Balloon. An inflatable, airtight bag that can be strung together in multiple numbers to attract attention to a business location. A balloon shall not be considered an inflatable sign.

Banner. A temporary sign made of fabric or any nonrigid material with no enclosing framework.

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.

Building-Mounted Sign. Any sign mounted or erected on or against any building or façade, including all wall signs, awning and canopy signs and projecting signs.

Can Sign (Box Sign). A sign on the outside face of a metal box with or without internal illumination.

Canopy. A rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground, or cantilevered out from the main structure.

Changeable Copy Sign. A sign whose informational content can be changed or altered manually.

Channel Letters. Three-dimensional individual letters or figures, with an open back or front, illuminated or nonilluminated, that are affixed to a building or to a freestanding sign structure.

Construction Sign. A temporary sign describing in words and/or drawings a planned future development project on a property.

Directional Sign. An on-site sign designed to direct or guide pedestrian or vehicular traffic and which is nonadvertising in nature, except for a logo and directional information, (e.g., handicapped parking, one (1) way, exit, and entrance).

Electronic Message Center Sign. A sign whose informational content can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means.

Fence Sign. A sign attached to or painted onto any freestanding wall or fence.

Flag. A loose fabric or membrane secured to a pole or rod, which flutters and moves with air or wind movement.

Freestanding Sign. A sign that is permanently supported upon the ground by poles or braces and is not attached to any building or other structure.

Height. The vertical distance measured from the lowest ground level directly beneath the sign to the highest point at the top of the sign. The ground level shall be either the natural grade or finished grade, whichever is lowest.

Identifiable Area. Residential, commercial, or industrial site containing a minimum of two (2) acres with an integrated site and design plan creating a single unified development with one (1) or more uses.

Identification Sign. A permanent sign used to identify a residential area, shopping district, industrial district, or any area which fulfills the definition of an identifiable area.

Illegal Sign. A sign that does not meet the requirements of this Division or that does not have legal nonconforming status.

Illuminated Sign. A sign with an artificial source of light incorporated internally or externally for the purpose of illuminating the sign.

Inflatable Sign. A form of inflatable device (e.g., shaped as an animal, blimp, or other object) that is displayed, printed, or painted on the surface of an inflatable background, and is primarily installed outside a building to attract attention to or to advertise a business, a business location, a service, a product, or an event. An inflatable sign shall not be considered a balloon.

Interior Illumination. Lighting whose source is contained within the sign.

Logo. A specially designed graphic symbol of a business establishment, a company, or any other legal private or public entity.

Marquee Sign. A sign advertising an event, performance, service, seminar, conference, or show, and displayed on a permanent roof-like structure or canopy made of rigid materials supported by and extending from the facade of a building.

Mansard. A wall which has a slope equal to or greater than two (2) vertical feet for each horizontal foot and has been designed to look like a roof.

Master Sign Program. A coordinated program of signage designed to encourage consistency in signage for developments with multiple tenants or for developments with a single tenant proposing multiple signs.

Monument Sign. A low-profile freestanding sign erected upon or supported solely by a planter, pedestal base, or similar ground structure approximately the same dimension as the height of the sign and which is designed to incorporate the architectural theme and building material of the building on the premises.

Neon Sign. A sign with tubing that is internally illuminated by neon or other electrically charged gas.

Off-site Advertising Sign. A sign structure or billboard, whether freestanding or mounted on an existing building, built for the purpose of advertising an establishment, product or service that is not available on the property upon which the sign is located at the time the sign structure was erected.

Off-site Directional Sign. A sign offering directional information to a business, location or place located in an area different from where the sign is located.

Parapet. That portion of the building wall that extends above the roof of the building.

Pennant. A device made of flexible materials, (e.g., cloth, paper, or plastic) that may or may not contain copy, and which is installed for the purpose of attracting attention.

Political Sign. A temporary sign installed that advertises a political candidate, a political party, or a political issue.

Portable Sign. A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground. Portable signs include A-frame signs, sandwich board signs, and signs on wheels.

Projecting Sign. A sign, the sign surface of which is not parallel to the face of the supporting wall and which is supported wholly by the wall. This definition shall include V- or wing-type signs.

Real Estate Sign. A temporary sign indicating that the premises on which the sign is located is for sale, lease, or rent. These signs typically include rider signs that describe amenities such as swimming pools and spas, open house signs, subdivision signs, and off-site directional signs.

Roof Sign. A sign erected, constructed, and attached to and/or maintained upon or above any roof or portion of a roof of any building, including a mansard roof. For the purposes of this Division, a mansard roof is any roof or parapet wall with roofing material for siding that slopes from thirty (30) degrees to ninety (90) degrees and does not have a ridgeline.

Sign. Any letters, figure, visual symbol, emblem, logo, object, or display, or any combination thereof, designed or used to identify, attract attention to, advertise, or communicate information. Signs include display surfaces together with such facilities as are utilized in supporting, maintaining, and illuminating the display surfaces.

Sign Area. See *Area of Sign*.

Sign Copy. Any words, letters, logos, numbers, figures, design, or other symbolic representation incorporated into a sign.

Sign Face. The surface or surfaces used for the display of a sign message as seen from any one (1) direction.

Temporary Sign. A sign that is designed or intended to be temporarily mounted or displayed and that is not intended for permanent or long-term use.

Vehicle Display Sign. A sign mounted, attached, affixed or painted upon any surface of a motor vehicle, trailer or similar conveyance parked on public or private property for the purpose of advertising a business or a business location within the City or outside the City.

Vehicle for Sale Sign. A sign painted or affixed onto vehicles for sale that are kept in vehicle display areas of new and used motor vehicle dealership lots.

Wall Sign. A sign painted or installed on or attached to a wall and which is parallel to the building facade. This definition includes painted, channel letters, and can signs.

Window Sign. A sign painted or installed on a glass window or door or located within twelve (12) inches from inside the window in a manner that it can be viewed from the exterior of a structure.

Site. A lot, or group of contiguous lots, that is proposed for development in accordance with the provisions of this ordinance and is in a single ownership or under unified control.

Specific Plan. A plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code, Section 65450 et seq.

State. The State of California.

Story. That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above.

Street. A public or private right-of-way whose function is to carry vehicular traffic or provide vehicular access to abutting property.

Structural Alteration. Any change of the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists, ceiling joists, or roof rafters.

Structure

Accessory Structure. A subordinate structure, the use of which is incidental to that of the main structure on the same lot.

Permanent Structure. Anything constructed or erected which requires a fixed location on the ground, or is attached to a building or other structure having fixed location on the ground.

Primary Structure (Main Structure). A structure housing the principal use of a site or functioning as the principal use.

Temporary Structure. A structure without any foundation or footings and which is intended to be removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

Swimming Pool. A pool, pond, lake, or open tank capable of containing water to a depth greater than one and one-half (1.5) feet at any point.

Tandem Parking. An arrangement of parking spaces such that one (1) or more spaces must be driven across in order to access another space or spaces.

Telecommunication Terms. The following terms are related to Section 301.20, Telecommunications Facilities.

Antenna. Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or receiving of electromagnetic radio frequency waves.

Amateur Radio Antenna. Any antenna used to receive or transmit radio signals on the amateur radio bandwidth, as designated by federal regulations.

Camouflage. To disguise a wireless facility by incorporating it into the architectural design of a building or structure or by utilizing design and siting techniques that disguise the wireless facility as a structure or object other than a wireless facility, which is either already present in the area or blends in with the existing environment. Examples of camouflage techniques include, but are not limited to, trees, clock towers, bell steeples, light poles and flag poles. The use of mono-pines shall not be considered appropriate camouflage unless integrated into the surrounding landscape with the use of live trees, new or existing structures or other design features.

Co-location. The location of two (2) or more wireless communication facilities on a single support structure or otherwise sharing a common location. For the purposes of this chapter, collocation shall also include the location of wireless communication facilities with other facilities such as water tanks, light standards, and other utility facilities and structures.

Communication Tower. Any structure that is used to transmit or receive electromagnetic radio frequency waves or that supports such a device.

Ground-Mounted. A facility that is fully or partially supported by a platform, framework, pole, or other structural system that is affixed to or placed directly on or in the ground.

Monopole. A facility that consists of a single pole structure erected on the ground to support wireless communication antennas and connecting appurtenances.

Wireless Telecommunication Facility. A facility containing communication towers and/or antennas and any related equipment for the purpose of transmitting or receiving electromagnetic radio frequency waves.

Temporary Uses. The following terms are related to Section 301.21, Temporary Uses.

Garage Sales. The sale or offering for sale to the general public of over five (5) items of personal property on a portion of a lot in a residentially zoned district, whether inside or outside any building.

Model Homes. A dwelling built in a subdivision development to allow potential home buyers to view a sample finished product before other homes in the development are completed.

Outdoor Sales, Temporary and Seasonal. The sale or offering for sale to the general public of merchandise outside of a permanent structure on property owned or leased by the person, firm, or corporation. These sales are of a limited duration and conducted on an occasional basis, and are secondary or incidental to the principal permitted use or structure existing on the property.

Unit. See *Dwelling Unit*.

Use. The purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered, or enlarged for which either a site or a structure is or may be occupied or maintained.

Use, Primary. A primary or dominant use established, or proposed to be established, on a lot.

Use, Accessory. A use that is customarily associated with, and is incidental and subordinate to, the principal use and located on the same lot as the principal use.

Variance. Permission to depart from the literal requirements of this Ordinance.

Vibration. A periodic motion of the particles of an elastic body or medium in alternately opposite directions from the position of equilibrium.

Visible. Capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

Weekday. Any day, Monday through Friday, that is not a federal, state, or local holiday.

Yard. In Residential Districts, including D-MX and CMX, an open space on a lot that is unoccupied and unobstructed from the ground upward, except as otherwise permitted by this Development Ordinance.

Front Yard. A yard extending across the front of a lot for the full width of the lot between the side lot lines, measured inward from the front lot line. The depth of a front yard shall be the minimum setback to the residence, excluding unenclosed porches; where the residence is not built to the minimum setback, the standard shall be 20 feet a distance specified by this Development Ordinance for the district in which it is located and.

Interior Side Yard. A yard extending along an interior side of a lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the interior side lot line.

Street Side Yard. A yard extending along the street side of a corner lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the street side lot line.

Rear Yard. A yard extending across the rear of a lot for its full width between side lot lines, and to a depth specified by this Development Ordinance for the district in which it is located. If a lot has no rear lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Zoning Administrator. The Community Development Director of the City of Porterville, or designee.

Zoning District. A specifically delineated area or district in the city within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

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Chapter 701 Use Classifications

Sections:

701.01	Purpose and Applicability
701.02	Land Use Classifications

701.01 Purpose and Applicability

Use classifications describe one (1) or more uses of land having similar characteristics, but do not list every use or activity that may appropriately be within the classification. The Zoning Administrator shall determine whether a specific use shall be deemed to be within one (1) or more use classifications or not within any classification in this chapter. The Zoning Administrator may determine that a specific use shall not be deemed to be within a classification, whether or not named within the classification, if its characteristics are substantially incompatible with those typical of uses named within the classification.

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.

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.

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.

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, amphitheatres, 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, amphitheatres, drive-in theaters, driving ranges, golf courses, and facilities with more than ten thousand (10,000) square feet 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 small, generally indoor facilities, that occupy less than ten thousand (10,000) square feet of building area, such as billiard parlors, card rooms, health clubs, dance halls, small tennis club facilities, poolrooms, 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 but does not include medical marijuana dispensaries.

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, ambulance services, 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).

Medical Facilities. These classifications exclude veterinaries and animal hospitals (see Animal Care, Sales, and Services) and medical marijuana dispensaries.

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.

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, 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. This classification excludes medical marijuana dispensaries.

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.

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CITY COUNCIL AGENDA – JUNE 17, 2025

SUBJECT: Initiation of Comprehensive Review and Modernization of Article 305 – Signs of the Porterville Development Ordinance

SOURCE: City Manager's Office

COMMENT: Article 305 – Signs of the Porterville Development Ordinance establishes zoning-based regulations for freestanding signs, wall signs, projecting signs, temporary signs, and other advertising displays. While these standards have supported local land use goals and contributed to the visual consistency of the built environment, Article 305 may no longer reflect the needs of the business community or the priorities of the City Council.

As part of the City's broader effort to modernize the development ordinance, staff has been working with a consultant to review and update various land use regulations, including signage. The City Council has also met with the consultant to provide policy direction, emphasizing the importance of balancing regulatory flexibility with safety, aesthetics, and consistency with federal, state, and local standards.

In response to Council's expressed interest in reducing regulatory burdens and increasing flexibility, staff is recommending an expedited review and update of Article 305 in advance of broader development ordinance revisions. This effort reflects a shared desire between staff and the City Council to support local businesses, simplify permitting, and eliminate outdated or duplicative provisions.

A staff-led working group will be formed to evaluate Article 305 and prepare proposed revisions. Areas of focus will include streamlining the permitting process, expanding flexibility for temporary and creative signage, modernizing enforcement tools, and ensuring legal compliance with content-neutral standards.

Staff will return to the City Council within 30 days with draft revisions to Article 305 and a proposed schedule for formal adoption.

RECOMMENDATION: That the City Council:

1. Direct staff to initiate an expedited review and modernization of Article 305 – Signs of the Porterville Development Ordinance;
2. Establish a staff-led working group to evaluate and recommend changes based on Council direction, prior consultant input, and stakeholder feedback;
3. Direct staff to return within 60 days with proposed revisions and an implementation schedule for Council consideration.

ATTACHMENTS: 1. Article 305 - Signs

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Interim City Manager

Final Approver: Richard Tree, Interim City Manager

ARTICLE 305. SIGNS

SECTION:

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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

305.03: APPLICABILITY:

The requirements and development standards in this chapter apply to signs in all zoning districts, unless otherwise specified. (Ord. 1866, 11-19-2019)

305.04: DESIGN PRINCIPLES:

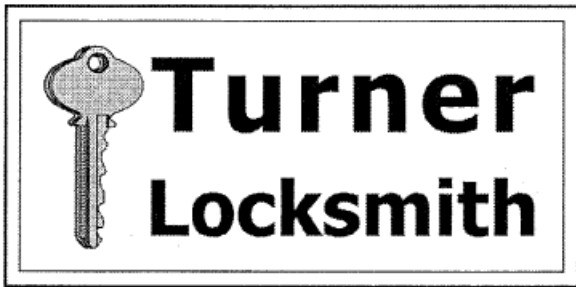
A. Architectural Compatibility. A sign (including its supporting structure, if any) shall be designed as an integral design element of a building's architecture and architecturally compatible, including color and scale, with any building to which the sign is to be attached and with surrounding structures. 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.

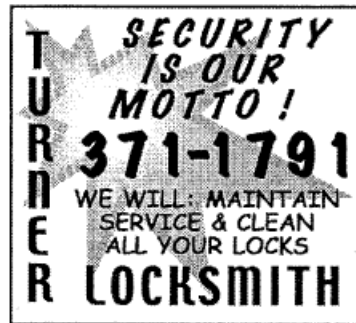
C. Legibility. The proportion of the elements of the sign's message, including logos, letters, icons and other graphic images, shall be selected based on the anticipated distance and travel speed of the viewer. Colors chosen for the sign text and/or graphics shall have sufficient contrast with the sign background in order to be easily read during both day and night hours.

FIGURE 305.04C: LEGIBILITY OF SIGNS

This:



Not This:



This:



Not This:



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. (Ord. 1866, 11-19-2019)

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.

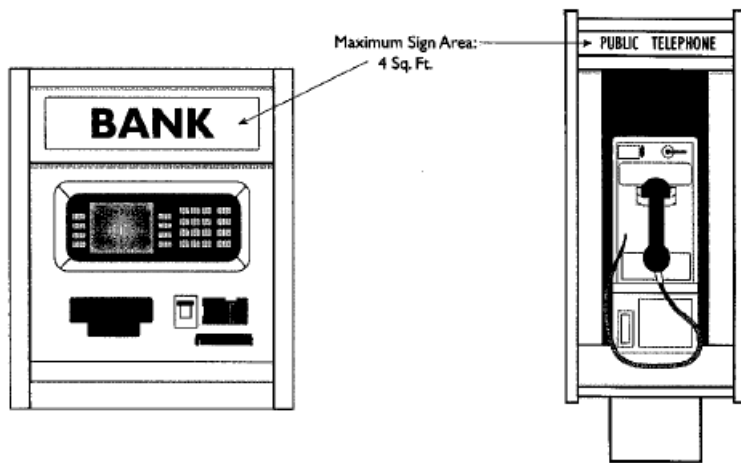
A. Signs for historical or memorial buildings, when constructed of bronze or other incombustible materials or cut into any masonry surface and installed by a civic organization recognized by the City Council.

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).

FIGURE 305.05D: EQUIPMENT SIGNS



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. (Ord. 1866, 11-19-2019)

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.

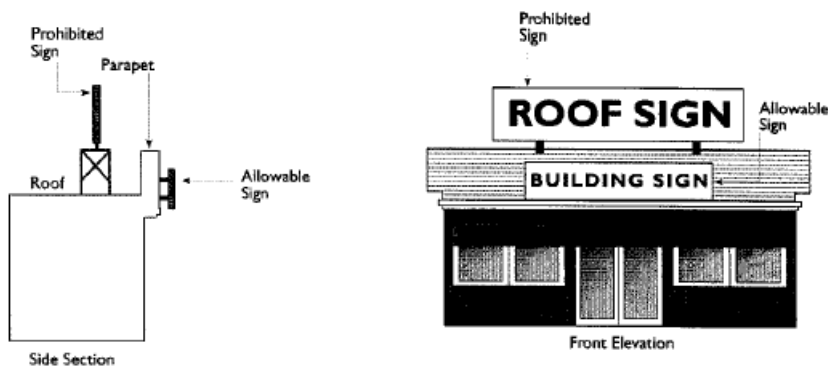
I. Obstructions to Ventilation. Signs that interfere with any opening required for ventilation.

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 305.06L: 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. (Ord. 1866, 11-19-2019)

305.07: GENERAL STANDARDS:

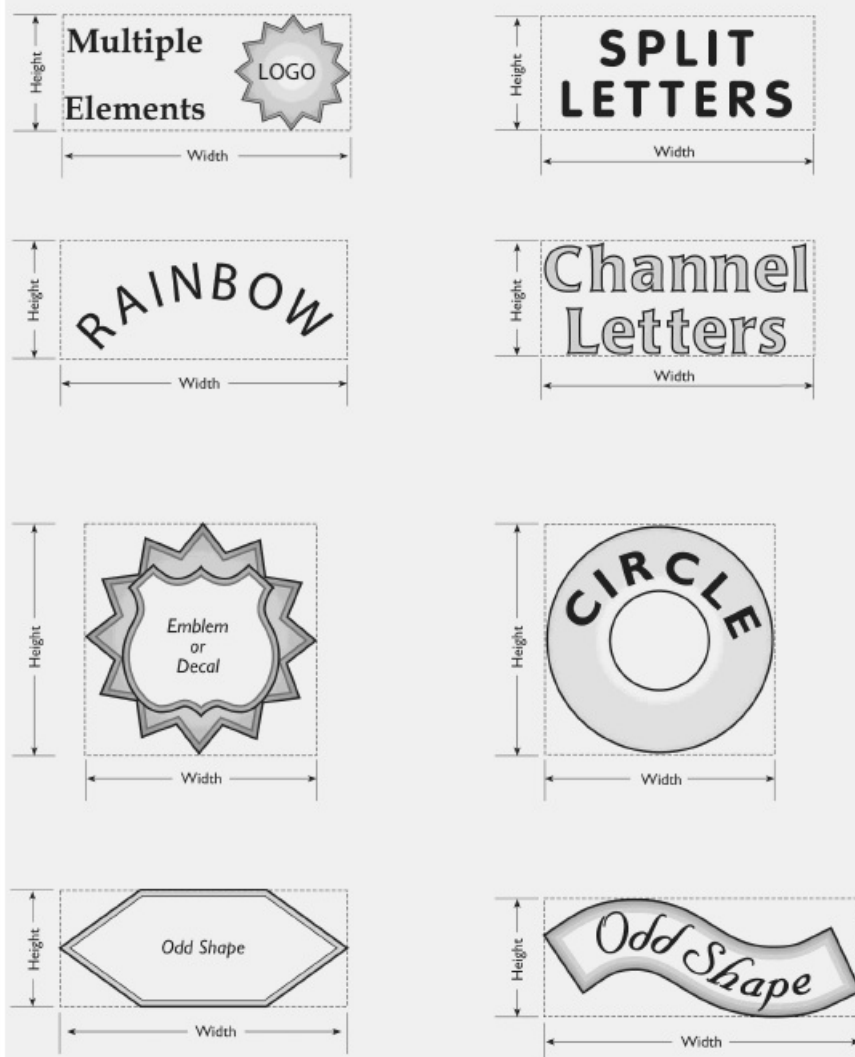
This section establishes general physical standards and requirements. More detailed standards applicable to specific sign types (e.g. wall signs, awning signs) are in Section 305.10, Standards for Specific Sign Types. In addition to these general standards, all signs shall conform to the specifications 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 305.07B: MEASURING SIGN AREA

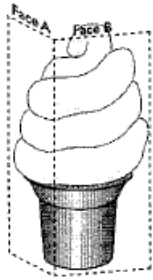
Sign Area = Height x Width



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 305.07B3: 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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

305.09: SIGN STANDARDS FOR NONRESIDENTIAL 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

Zoning Districts (Frontage)	Sign Area Allowed (Square Feet Per 1 Linear Foot Of Building Frontage)	Permitted Sign Types
Zoning Districts (Frontage)	Sign Area Allowed (Square Feet Per 1 Linear Foot Of Building Frontage)	Permitted Sign Types
DR-N, D-MX	2	Awning and canopy
		Marquee
		Projecting
		Wall
		Window
D-PO	2	Awning and canopy
		Monument
		Projecting
		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
CMX, CN, PO	1.5	Awning and canopy
		Freestanding
		Marquee
		Monument
		Projecting
		Wall
		Window
		Awning and canopy
		Freestanding

CG, CR	3	Marquee
		Monument
		Projecting
		Wall
		Window
IP, IG, IA	2	Awning and canopy
		Freestanding
		Marquee
		Monument
		Projecting
		Wall
REC, PK, PS	2	Window
		Awning and canopy
		Freestanding
		Monument
		Projecting
		Wall

(Ord. 1866, 11-19-2019)

305.10: STANDARDS FOR SPECIFIC TYPES OF SIGNS:

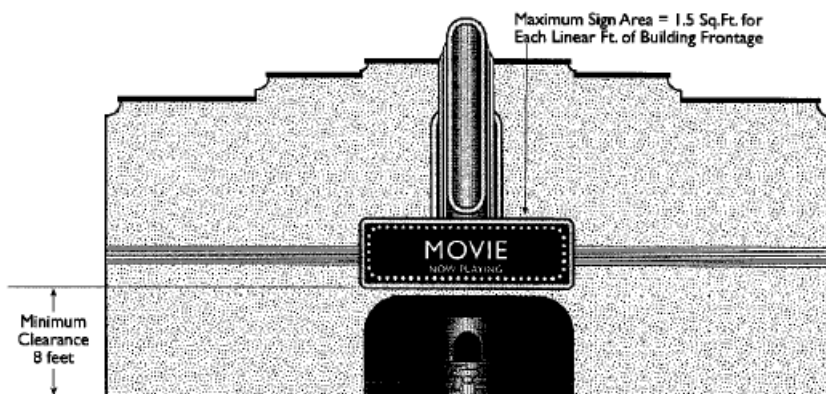
A. Awning and Canopy Signs. Signs painted on awnings, canopies, arcades, or similar attachments or structures are allowed. Awning and canopy signs are subject to the specific zoning district standards and the following standards:

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 305.10B: MARQUEE SIGNS

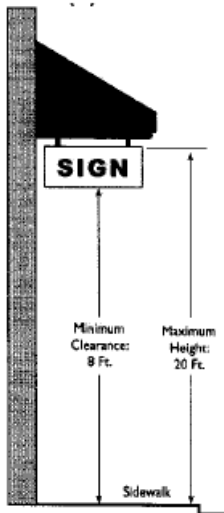


C. Projecting Signs. Signs under canopies or covers in conjunction with pedestrian walkways, or signs projecting from the building wall are allowed, subject to the specific zoning district standards and the following standards:

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 305.10C: 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.

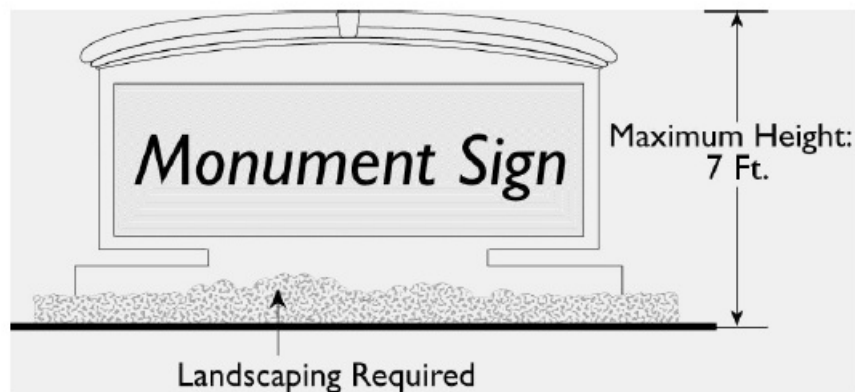
2. Maximum Sign Area Per Sign:

- 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 305.10F: 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.

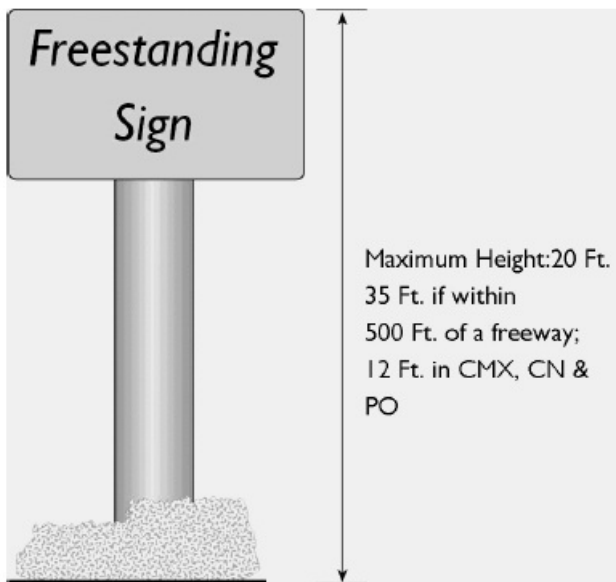
5. Height:

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 305.10G: 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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)

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. (Ord. 1866, 11-19-2019)