



**CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
AUGUST 19, 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.

This meeting will be available for viewing via YouTube at  
<https://www.youtube.com/@cityofporterville4149> ,

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 Dr. Wilson Park. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 302-110-054. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and to be determined. Under Negotiation: Terms and Price.
- 3**- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree. Employee Organizations: Porterville City Firefighter Association, Fire Officer Series, and all unrepresented management employees.
- 4**- Government Code Section 54956.95 – Liability Claim: Claimant: Andrew Long. Agency claimed against: City of Porterville.

5- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Dennison v. City of Porterville, Tulare County Superior Court No. PCU 321032

6- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Johnson v. City of Porterville, Tulare County Superior Court No. VCU312902

7- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Huntington Beach, et al. v. Newsom, et al., No. 23-3694 (Ninth Circuit), D.C. No. 8:23-cv-00421-FWS-ADS.

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

9 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

### **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 A. Monte Reyes

Outstanding Business Honoree - Valley Strong Credit Union

City Pool Season Review

Sports Complex Master Plan Layout Update

Tulare County Economic Development Corporation Presentation

### **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. Arts Commission - July 22, 2025
2. Animal Control Commission - August 14, 2025

II. Staff Informational Reports

1. Traffic Concerns - Plano Street between State Route 190 and City limits south of Worth Avenue

**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 August 5, 2025**  
Re: Considering approval of the City Council draft Minutes of August 5, 2025.
2. **Acceptance of Donation of Gym Equipment**  
Re: Consideration to accept a donation of exercise equipment valued at approximately \$5,200 from Planet Fitness for use at the City's three fire stations.
3. **Authorization to Execute Consultant Services Contract - QK Surveying and Topography**  
Re: Consideration to authorize the execution of a Consultant Services Agreement with QK, Inc. in the amount of \$220,660 for surveying and topography services for the Westwood Area (Westwood Street, Westfield Avenue, Mathew Street, and Henderson Avenue).
4. **Authorization to Award Contract - Fourth Street Water Replacement Project**  
Re: Consideration to award the Fourth Street Water Replacement Project to 99 Pipeline, Inc. in the amount of \$757,018, authorize progress payments up to 100% of the contract amount, approve a 10% contingency for unforeseen costs, and approve a 10% allocation for construction management, surveying, quality control, and inspection services, with total funding not to exceed \$908,420 from Water Replacement Funds.
5. **Authorization for Street Closure - Pioneer Days & Rib Cook-Off**  
Re: Council to consider the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue, and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 4, 2025, from 5:00 AM to 4:00 PM, for the annual Pioneer Days & Rib Cook-Off event.
6. **Approval of the Fiscal Year 2025/2026 ESRI Software Annual Maintenance Agreement Renewal**  
Re: Consideration to approve the renewal of the Environmental Systems Research Institute (ESRI) annual maintenance agreement for Fiscal Year 2025/2026 in the amount of \$12,535.
7. **Approval of Joint Funding Agreement with Kern Community College District for a Part-Time Reserve Police Officer**

Re: Consideration to approve the Joint Funding Agreement with Kern Community College District for a part-time Reserve Police Officer at Porterville College for the period of July 1, 2025, through June 30, 2026, with all costs fully funded by the district.

**8. Approval of Joint Funding Agreement with Porterville Unified School District for School Resource Officers**

Re: Consideration to approve the Joint Funding Agreement with Porterville Unified School District for four School Resource Officers for the period of July 1, 2025, through June 30, 2026, with PUSD funding sixty-five percent of salary and benefits.

**9. 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.

**10. Approval of Memorandum of Understanding Between the City of Porterville and the Porterville Peace Officers' Association**

Re: Consider the approval of the Memorandum of Understanding between the City of Porterville and the Porterville Peace Officers' Association for the period of July 1, 2025, through June 30, 2027; and the adoption of a Resolution ratifying the MOU and amending the Employee Pay and Benefit Plan to reflect its provisions.

**11. Approval of Memorandum of Understanding Between the City of Porterville and the Public Safety Support Unit**

Re: Consider the approval of a Memorandum of Understanding between the City of Porterville and the Public Safety Support Unit (PSSU) for the period of July 1, 2025, through June 30, 2026; and the adoption of a Resolution ratifying the MOU and amending the Employee Pay and Benefit Plan to reflect its provisions.

**12. Approval of a Memorandum of Understanding with the Porterville City Employees Association**

Re: Consider the approval of a Memorandum of Understanding between the City of Porterville and the Porterville City Employees Association (PCEA) for the period of July 1, 2025, through June 30, 2026; and adoption of a resolution amending the Employee Pay and Benefit Plan for PCEA-represented positions.

**13. Approval of a Memorandum of Understanding Between the City of Porterville and the Management & Confidential Series**

Re: Consider the approval of a Memorandum of Understanding between the City of Porterville and the Management & Confidential Series (MCS) for the period of July 1, 2025, through June 30, 2026; and adoption of a resolution amending the Employee Pay and Benefit Plan for MCS-represented positions.

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

**PUBLIC HEARINGS**



**14. Public Hearing and Approval of Vesting Tentative Parcel Map 2025-001 and Conditional Use Permit PRC 2024-025-C**

Re: Hold a public hearing, and consider the adoption of resolutions approving Vesting Tentative Parcel Map 2025-001 and Conditional Use Permit PRC 2024-025-C, subject to conditions of approval, to subdivide a 0.95± acre parcel at 905 S. Wisconsin St. (APN 268-080-029) into four parcels.

**SECOND READINGS**

**15. Second Reading - Ordinance No. 1915, Amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets**

Re: Adoption of an ordinance amending Chapter 17, Article XV, Section 17-15 of the City of Porterville Municipal Code, Prima Facie Speed Limits Determined on Certain Streets, which lowers the posted speed limit on Westwood Street, from the Tule River to Henderson Avenue, from 40 mph to 35 mph.

**16. Second Reading - Ordinance No. 1916, Amending Article 611 of Chapter 21 ("Development Code"), Series 600 Concerning Environmental Review Procedures and Preparation of Environmental Documents by Consultants**

Re: Adoption of an ordinance amending Article 611, Chapter 21 ("Development Code"), Section 611.02, to revise CEQA environmental review procedures, allow applicants to hire qualified consultants under Council-adopted policy, and repeal Section 611.04.

**SCHEDULED MATTERS**

**17. Eastern Tule Groundwater Sustainability Agency Committee Vacancy**

Re: Council to consider the appointment of an individual to serve as the City of Porterville's alternate on the Eastern Tule Groundwater Sustainability Agency Committee.

**18. Comprehensive Review and Modernization of Article 305 – Signs of Porterville Development Ordinance**

Re: Council to provide feedback and direction on proposed updates to the City's Sign Ordinance, intended to streamline regulations by retaining only provisions necessary to protect public safety, health, and welfare, while removing unnecessary requirements and supporting a more business-friendly environment; and direct staff on next steps, including scheduling a public hearing for potential adoption of the ordinance.

**19. Consideration of Additional Funds for the Main Street Reconstruction Project - Decorative Street Light Poles Restoration**

Re: Consideration of options for restoring decorative streetlight poles as part of the Main Street Reconstruction Project, located on Main Street between Morton Avenue and Olive Avenue.

**AB 1234 REPORTS**

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

1. Eastern Tule Groundwater Sustainability Agency - August 7, 2025
2. Porterville Municipal Airport Committee Meeting - August 13, 2025
3. Tulare County Association of Governments (TCAG) - August 18, 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 September 2, 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](http://www.ci.porterville.ca.us).



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** 1. Traffic Concerns - Plano Street between State Route 190 and City limits south of Worth Avenue

**SOURCE:** Engineering and Project Management

**COMMENT:** The City has received complaints about traffic conditions along Plano Street from State Route 190 to the City limits south of Worth Avenue for many years. Concerns have consistently focused on excessive vehicle speeds, congestion during school drop-off and pick-up periods, and pedestrian safety.

Plano Street is a critical north-south arterial serving as a primary route between residential neighborhoods, educational facilities, and State Route 190. The corridor experiences significant daily traffic volumes, particularly during the morning and afternoon school commute hours. In addition to serving local traffic, Plano Street functions as a connector for regional travelers, which contributes to speed and congestion challenges.

In response to recent concerns, the Mayor has requested that staff take a comprehensive look at this corridor to identify ways to improve safety, which may include a reduction in the posted speed limit, enhanced pedestrian facilities, and other traffic-calming measures. To address these issues, staff will be conducting a speed study to measure actual travel speeds and determine whether a lower posted speed limit is warranted, along with an intersection analysis to evaluate traffic operations and determine if warrants are met for installing all-way stop control at one or more key intersections.

While the formal studies are underway, staff will explore interim measures to improve safety and circulation, such as deployment of the Police Department's mobile radar speed trailer to increase driver awareness, targeted enforcement during peak school commute hours, and review of crosswalk visibility enhancements and advance warning signage.

The results of the speed and intersection analyses are expected within 60 days. Once completed, staff will return to the City Council with recommended actions, which could include speed limit reduction, installation of additional stop control, enhanced pedestrian crossings, or other traffic-calming measures. These potential improvements will be evaluated in the context of

Item No.

the long-term Caltrans project to construct roundabouts at the intersections of Plano Street/SR 190 and Plano Street/College Avenue; which is expected to significantly improve traffic flow and pedestrian safety but remains at least three years out in Caltrans' construction schedule.

Given the longstanding nature of public concerns and the Mayor's direction to prioritize this corridor, staff will work to identify both immediate and phased solutions to improve safety for all users; ensuring that the City Council has the necessary information to make timely decisions.

RECOMMENDATION: Information for review

ATTACHMENTS: 1. Locator Map

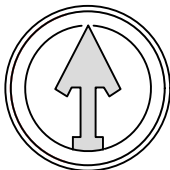
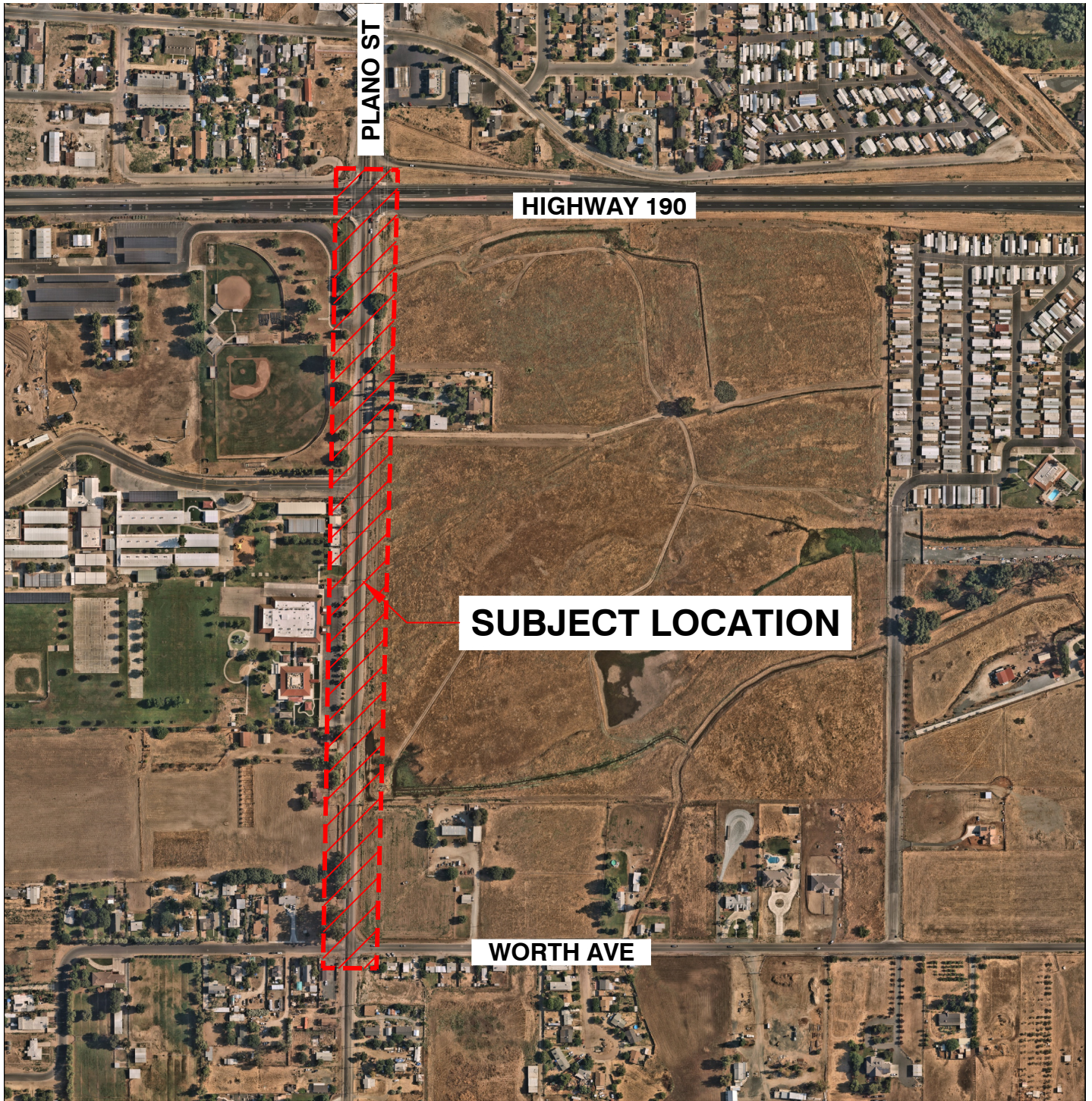
Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

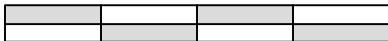
Final Approver: Richard Tree, Interim City Manager





NORTH

0 500 1,000



SCALE: 1" = 100'

**CITY OF PORTERVILLE**  
**ENGINEERING DIVISION**

291 NORTH MAIN STREET  
PORTERVILLE, CA. 93257  
(559) 782-7482

PLANO ST  
(HIGHWAY 190 – WORTH AVE)  
LOCATOR MAP

|            |           |
|------------|-----------|
| DRAWN BY   | JG        |
| CHECKED BY | SW        |
| SCALE      | 1"=500'   |
| DATE       | 8/14/2025 |

|       |   |
|-------|---|
| SHEET | 1 |
| OF    | 1 |





## CITY COUNCIL AGENDA – AUGUST 19, 2025

SUBJECT: Approval of Draft Minutes of August 5, 2025

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of August 5, 2025.

RECOMMENDATION: That the Council approve the draft Minutes of August 5, 2025.

ATTACHMENTS: 1. Draft Minutes of August 5, 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  
AUGUST 5, 2025, 4:00 PM**

Call to Order at 4:00 p.m.

Roll Call: Council Member AJ Rivas, Council Member Stan Green,  
Council Member Raymond Beltran, Vice Mayor Ed McKervey (arrived late),  
Mayor Greg Meister

**ORAL COMMUNICATIONS**

None.

**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 Dr. Wilson Park. Under Negotiation: Terms and Price.

2- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree. Employee Organizations: Porterville City Employee Association, Management Confidential Series, Porterville Safety Support Unit, Porterville Police Officer Association, Porterville City Firefighter Association, Fire Officer Series, and All Unrepresented Management Employees.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Claim filed on behalf of a Minor. Agency Claimed Against: City of Porterville.

4- Government Code Section 54956.95 – Liability Claim: Claimant: Christian Crouzet. Agency Claimed Against: City of Porterville.

5 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to Litigation: Three cases in which facts are not yet known to potential Plaintiffs.

6 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

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

**5:00 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-3 and A-4, as follows:

A-3. On a MOTION made by Mayor Meister, and SECONDED by Council Member Rivas, the City Council rejected the claim filed on behalf of a minor, E.A.

AYES: Rivas, Green, Beltran, Meister

NOES: None

ABSTAIN: None

ABSENT: McKervery

Documentation: M.O. 01-080525

Disposition: Claim denied.

A-4. On a MOTION made by Council Member Green, and SECONDED by Council Member Rivas, the City Council rejected the claim filed by Christian Crouzet.

AYES: Rivas, Green, Beltran, Meister

NOES: None

ABSTAIN: None

ABSENT: McKervery

Documentation: M.O. 02-0805

Disposition: Claim denied.

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 - Sergio Esquivel

### **ORAL COMMUNICATIONS**

- Dawn Bennett, Porterville, raised concerns about road work, accessibility, event fees, and suggested selling the golf course to fund a library.
- Susan Queen, Porterville, requested City approval to rebuild homes on her property at 179 East Gibbons Avenue after a fire, noting county permits have been approved.

### **REPORTS**

#### **I. Staff Informational Reports**

1. Code Enforcement Quarterly Report
2. Building Permit Activity 4th Quarter Report FY 2024-2025 (April-June 2025)
3. Streets Performance Measure Quarterly Report FY 2024-2025 (April - June 2025)
4. Golf Course Quarterly Report FY 2024-2025 (April-June 2025)



5. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (April - June 2025)
6. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (April - June 2025)
7. 2025 Cross Connection Control Plan Update

**CONSENT CALENDAR**

Item Nos. 3 and 14 were pulled for further discussion at the request of Vice Mayor McKervery.

**COUNCIL ACTION:**            MOVED by Mayor Meister, SECONDED by Council Member Rivas that the City Council approve Items Nos. 1, 2, 4-13, and 15-19. The motion carried unanimously.

1.                    AUTHORIZATION TO SELL RETIRED POLICE SERVICE DOG AND PURCHASE REPLACEMENT POLICE SERVICE DOG AND TRAINING

Recommendation:            That the City Council:

1. Approve the sale of K9 "Neith" and the security kennel to Officer Jasmine McAlister for the amount of \$1.00 and authorize the Mayor to execute the agreement for said sale; and
2. Approve the purchase of one new police service dog and related training for two new canine handlers from Top Dog Training Center for the amount of \$31,754.38, and authorize the Chief of Police to enter into an agreement with Top Dog Training Center to acquire said service dogs and training.

Documentation:                M.O. 03-080525

Disposition:                Approved.

2.                    AUTHORIZATION TO PURCHASE AND UPFIT A REPLACEMENT VEHICLE FOR THE FIRE DEPARTMENT

Recommendation:            That the City Council:

1. Authorize the purchase of one replacement vehicle from an approved vendor for an amount not to exceed \$85,000, including tax, license, and applicable fees;
2. Authorize the upfitting of the vehicle with necessary emergency equipment and tools from an approved vendor for an amount not to exceed \$30,000, including tax and fees; and
3. Approve a 10% contingency for the total purchase and upfitting, for a total amount not to exceed \$126,500.

Documentation:                M.O. 04-080525

Disposition:       Approved.

4.                   AUTHORIZATION TO PURCHASE WATER SHARES OR SURFACE WATER FOR  
GROUNDWATER RECHARGE

Recommendation:       That the City Council authorize the City Manager, or designee, to purchase  
water shares or surface water during the 2025–2026 Fiscal Year up to  
\$1,500,000.

Documentation:           M.O. 05-080525

Disposition:       Approved.

5.                   AUTHORIZATION TO PURCHASE SEWER LIFT STATION REPLACEMENT PUMP  
MOTORS

Recommendation:       That the City Council:  
1. Direct the Finance Director to initiate a Purchase Order to Flo-Line  
Technology, Inc. for an amount not to exceed \$77,515, which includes  
parts, taxes, shipping, and a 10% contingency; and  
2. Direct the Finance Director to make payment to Flo-Line Technology,  
Inc. upon receipt of the invoice approved by the City Manager, or  
designee.

Documentation:           M.O. 06-080525

Disposition:       Approved.

6.                   AUTHORIZATION TO REPAIR TRANSIT BUS TRANSMISSION

Recommendation:       That the City Council:  
1. Authorize the transit bus repair by Saunders Automatic Service Inc. at  
a cost not to exceed \$12,965 (inclusive of all parts, taxes, labor, and a 10%  
contingency); and  
2. Authorize payment of said repair upon satisfactory completion.

Documentation:           M.O. 07-080525

Disposition:       Approved.

7.                   AUTHORIZATION TO ENTER INTO SOFTWARE LICENSE AGREEMENT WITH  
EKOS SOFTWARE

Recommendation:       That the City council:  
1. Authorize the City Manager, or designee, to execute an annual software

license agreement with EKOS Software for a five-year term, for an amount not to exceed \$43,920; and  
2. Authorize payment for this service from the Shop operating budget.

Documentation: M.O. 08-080525

Disposition: Approved.

8. APPROVAL TO RENEW MICROSOFT OFFICE 365 GOVERNMENT G1 SOFTWARE SUBSCRIPTION

Recommendation: That the City Council approve the renewal of the Microsoft Enterprise Agreement for Office 365 Government G1 software subscription from CDW-G for a term of three years in the amount of \$130,800.24.

Documentation: M.O. 09-080525

Disposition: Approved.

9. RE-AUTHORIZE REVISED MOU TO CONTINUE PARTICIPATION IN TULARE-KINGS COUNTY REGIONAL HAZARDOUS MATERIALS TEAM

Recommendation: That the City Council re-approve the revised Memorandum of Understanding (MOU) with the updated amendments to continue participation in the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) and authorize the City Manager to sign the MOU for a five-year term beginning July 1, 2025, and ending June 30, 2030.

Documentation: M.O. 10-080525

Disposition: Approved.

10. REQUEST FOR WILL SERVE LETTER - 1520 E. SUCCESS DRIVE

Recommendation: That the City Council adopt the draft resolution approving the water service connection for the ADU at 1520 E. Success Drive in East Porterville.

Documentation: Resolution No. 72-2025

Disposition: Approved.

11. AUTHORIZATION TO ROLL UNPAID UTILITY ACCOUNTS TO THE 2025-2026 PROPERTY TAX ROLLS

Recommendation: That the City Council adopt the draft resolution authorizing the Tulare County Auditor to place unpaid utility accounts on the 2025-2026 property tax rolls for collection.

Documentation: Resolution No. 73-2025

Disposition: Approved.

12. INTENT TO SCHEDULE A PUBLIC HEARING FOR THE 2024/25 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

Recommendation: That the City Council authorize the scheduling of a public hearing to take place at a future meeting in September 2025 for consideration of the 2024-2025 Consolidated Annual Performance Evaluation Report (CAPER).

Documentation: M.O. 11-080525

Disposition: Approved.

13. APPROVAL OF COMMUNITY CIVIC EVENT - KIWANIS OF PORTERVILLE - MARIACHI FEST MARKET - SEPTEMBER 20, 2025

Recommendation: That the City Council approve the Community Civic Event application submitted by the Kiwanis of Porterville Club to hold the "Mariachi Fest Market" event on September 20, 2025, at Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

Documentation: M.O. 12-080525

Disposition: Approved.

15. AUTHORIZING FY 2025–26 STATE OF GOOD REPAIR (SGR) PROJECT

Recommendation: That the City Council:

1. Adopt the attached resolution authorizing the Director of Transportation to execute, for and on behalf of the City, any actions necessary to obtain SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program; and
2. Authorize the Mayor to execute the attached Authorized Agent Form and approve the attached SGR Certifications and Assurances required under the program.

Documentation: Resolution No. 74-2025

Disposition: Approved.

16. QUARTERLY INVESTMENT PORTFOLIO

Recommendation: That the City Council accept the quarterly investment portfolio summary report.

Documentation: M.O. 13-080525

Disposition: Approved.

17. FINANCIAL STATUS REPORTS

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

Documentation: M.O. 14-080525

Disposition: Approved.

18. CONSIDERATION OF A SALARY RANGE ADJUSTMENT FOR THE PUBLIC WORKS DIRECTOR CLASSIFICATION

Recommendation: That the City Council:

1. Approve a salary range adjustment for the Public Works Director classification from Salary Range 281 (\$10,792 – \$13,435) to Salary Range 271 (\$9,770 – \$12,042) to promote uniformity among department directors;
2. Adopt the attached draft resolution amending the Employee Pay and Benefits Plan to reflect this adjustment, effective August 5, 2025; and
3. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

Documentation: Resolution No. 75-2025

Disposition: Approved.

19. 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. 15-080525

Disposition: Approved.

## **PUBLIC HEARINGS**

20. AMENDMENT OF THE CITY CODE - CHANGES TO THE SPECIAL SPEED ZONES (2020 SPEED SURVEY UPDATE)

Recommendation: That the City Council:

1. Approve the proposed Ordinance;
2. Give first reading to the Ordinance amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, in the City Code; and
3. Direct the City Engineer to make appropriate changes in the posted signs when the Ordinance becomes effective.

Interim City Manager Tree introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

Mayor Meister opened the public hearing at 5:39 p.m. and closed the public hearing at 5:39 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 approve the first reading of the ordinance, being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN STREETS, OF THE PORTERVILLE MUNICIPAL CODE, waive further reading, and order the ordinance to print. The motion carried unanimously.

Documentation: Ordinance No. 1915

Disposition: Approved.

21. ESTABLISHING LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS AND TAX ASSESSMENTS FOR PARCELS WITHIN BROOKSIDE PHASES I AND II

Recommendation: That the City Council:

1. Conduct the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Number 58; and
2. Adopt the draft Resolution approving the Engineer's Report and assessment method.

Interim City Manager Tree introduced the item and Parks and Leisure Services Director Donnie Moore presented the staff report.

Mayor Meister opened the public hearing at 5:41 p.m. and closed the public hearing at 5:42 p.m.

COUNCIL ACTION: MOVED by Council Member Rivas, SECONDED by Council Member Green that the City Council approved the draft resolution establishing the landscape and lighting maintenance district 58, approving the engineers report for said district and approved the method and levy of assessments. The motion carried unanimously.

Documentation: Resolution No. 76-2025

Disposition: Approved.

22. ORDINANCE AMENDING ARTICLE 611 OF CHAPTER 21 OF THE PORTERVILLE MUNICIPAL CODE PERTAINING TO ENVIRONMENTAL REVIEW PROCEDURES AND PREPARATION OF DOCUMENTS BY CONSULTANTS

Recommendation: That the City Council:

1. Hold the noticed Public Hearing and receive public testimony regarding the proposed ordinance;
2. Approve the first reading by title only of an Ordinance of the City Council of the City of Porterville Amending Series 600, Article 611 of the Porterville Development Ordinance; and
3. Order the Ordinance to print.

Interim City Manager Tree introduced the item and Community Development Director Claudia Calderon presented the staff report.

Mayor Meister opened the public hearing at 5:46 p.m. and closed the public hearing at 5:46 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 approve the first reading of the ordinance, being, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE 611 OF CHAPTER 21 ("DEVELOPMENT CODE"), SERIES 600 CONCERNING ENVIRONMENTAL REVIEW PROCEDURES AND PREPARATION OF ENVIRONMENTAL DOCUMENTS BY CONSULTANTS, waive further reading, and order the ordinance to print. The motion carried unanimously.

Documentation: Ordinance No. 1916

Disposition: Approved.

**SECOND READINGS**



23. SECOND READING - ORDINANCE NO. 1913, AMENDING SERIES 300, SECTION 305.10(G) AND SECTION 305.10(F) OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council give Second Reading to Ordinance No. 1913, waive further reading, and adopt said Ordinance.

Interim City Manager Tree introduced the item and City Attorney Julia Lew presented the staff report.

COUNCIL ACTION: MOVED by Council Member Rivas, SECONDED by Mayor Meister that the City Council give second reading to Ordinance No. 1913, being an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 300, OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING IMPLEMENTATION OF SIGN SPECIFIC STANDARDS FOR MONUMENT AND FREESTANDING SIGNS, waive further reading, and adopt said ordinance.

AYES: Rivas, Green, McKerverey, Meister  
NOES: Beltran  
ABSTAIN: None  
ABSENT: None

Documentation: Ordinance No. 1913

Disposition: Approved.

24. SECOND READING - ORDINANCE NO. 1914, AMENDING ARTICLE VII OF CHAPTER 18 OF THE PORTERVILLE MUNICIPAL CODE REGULATION UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY

Recommendation: That the City Council give Second Reading to Ordinance No. 1914, waive further reading, and adopt said Ordinance.

Interim City Manager Tree introduced the item and City Attorney Julia Lew presented the staff report.

COUNCIL ACTION: MOVED by Mayor Meister, SECONDED by Vice Mayor McKerverey that the City Council give second reading to Ordinance No. 1914, being 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, waive further reading, adopt said ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1914  
Disposition: Approved.

### **SCHEDULED MATTERS**

3. AUTHORIZATION TO PURCHASE MASTER METER 4G RADIO READ PARTS AND METERS

Recommendation: That the City Council authorize the Water Utility Superintendent to purchase miscellaneous new and replacement Master Meter radio-read water meters and meter registers from Hydro Pro Solutions during the 2025-2026 Fiscal Year at a not-to-exceed amount of \$100,000.

Interim City Manager Tree introduced the item and presented the staff report.

Vice Mayor Ed McKervey pulled the item for discussion, noting that the \$100,000 allocated for this purpose last year was not used. He moved to table the item, suggesting that the funds only be allocated as needed, and expressed concern about the shelf life of the technology, questioning whether equipment left unused for too long could become obsolete.

Interim City Manager Tree explained that tabling the item would remove staff's discretion for bulk purchases, though staff could still buy individual meters under the \$5,000 threshold or bring larger requests to the council for approval. Staff clarified that the \$100,000 allocation allows for bulk purchases and acquisition of uncommon sizes or registers without constant council approval, noting that some odd-sized meters can have lead times of one to six months. While specialty meters may require special orders, this would not disrupt water service. An emergency purchase procedure exists, requiring reporting to the City Manager and Mayor for approval. It was also confirmed that the current replacement rate is approximately 200 meters per month, meaning it would take several years to complete installation of all current meters.

The discussion resulted in a modified motion to limit staff's discretion for purchasing meters to amounts under \$5,000, with any purchase exceeding that requiring council approval.

**COUNCIL ACTION:** MOVED by Vice Mayor McKervey, SECONDED by Council Member Rivas that the City Council amend staff's recommendation and approved staff to return to the \$5,000 limit for the purchase of miscellaneous and replacement Master Meter radio-read water meters and meter registers, with any expenditure exceeding \$5,000 to be brought back to Council for approval.

AYES: Rivas, Green, McKervey, Meister  
NOES: Beltran  
ABSTAIN: None  
ABSENT: None

Documentation: M.O. 16-080525

Disposition: Approved.

14. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - REDOITT BLOCK PARTY - SEPTEMBER 27, 2025

Recommendation: That the City Council approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the "ReDOiTT Block Party" event on September 27, 2025, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

Interim City Manager Tree introduced the item and presented the staff report.

Mayor Meister expressed support for the event, highlighting the council's vision for civic engagement downtown and noting that downtown is the "heart of our community." He stated that he supports street closures if they bring people downtown and suggested a policy requiring organizations requesting closures to first engage directly with affected businesses. He emphasized the council's commitment to supporting local commerce and revitalizing the city's core.

Vice Mayor Ed McKervey pulled the item for discussion and sought clarification on the "ReDOiTT" committee, learning that it aims to build up downtown, bring people into stores, and encourage community participation through events. He inquired about the vendor list, which had been sent that afternoon, and emphasized the importance of including local restaurants and businesses. He also asked about potential conflicts with food trucks, confirmed they would not block existing restaurants, discussed the frequency of events, and highlighted the need for collaboration between the Downtown Committee and the "ReDOiTT" committee to address downtown issues.

Councilman Beltran stated that he generally opposes closing Main Street but appreciated that this event is scheduled later in the day, minimizing disruption. He emphasized the importance of initial vendor lists to ensure local participation and praised themed events, such as scarecrows, for engaging downtown businesses.

After brief discussion, the council reached consensus to approve the community civic event application.

COUNCIL ACTION: MOVED by Vice Mayor McKervey, SECONDED by Mayor Meister that the City Council approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the "ReDOiTT Block Party" event on September 27, 2025, subject to restrictions and requirements contained in the application and agreement, Exhibit A, Exhibit B, Exhibit C, and outside amplifier permit. The motion carried unanimously.

Documentation: M.O. 17-080525

Disposition: Approved.

### **AB 1234 REPORTS**

1. Tulare County Task Force on Homelessness - July 16, 2025 – Meeting was cancelled.

2. Tulare County Association of Governments (TCAG) - July 21, 2025 - Meeting was cancelled.

3. Tulare County Economic Development Corp. (TCEDC) - July 23, 2025- Meeting was cancelled.

4. Downtown Porterville Committee - July 24, 2025

Vice Mayor Ed McKervey reported on the Downtown Porterville Committee's first meeting, noting its focus on building up downtown, improving parking, promoting local businesses, and creating a destination with entertainment and community activities. Committee members expressed strong enthusiasm, and the council expressed optimism for the initiative.

Council Member Green echoed the sentiments of Vice Mayor McKervey.

5. Porterville Municipal Airport Committee - July 30, 2025

Councilman Rivas reported on the first meeting of the Porterville Municipal Airport Committee, noting discussions on lighting, runways, permits, hangar insurance, helicopter operations, and fuel notifications. Future meetings were scheduled for the second Wednesday of each month. He highlighted the Porterville Military Academy's purchase of two hangars for cadet education and noted the committee's positive dialogue, enthusiasm, and focus on advancing airport operations and programs.

### **ORAL COMMUNICATIONS**

- Dawn Bennett stated that at the current installation rate, completing all water meters would take 17.5 years and urged the city to accelerate the process.

### **OTHER MATTERS**

- Council Member Beltran addressed the slow pace of smart meter installation, citizen concerns regarding Zoom access, and reminded drivers to exercise caution around ongoing road work as schools reopen.
- Vice Mayor McKervey expressed concerns about the Westfield Road closure impacting school traffic and the city's \$4 million investment in digital water meters, emphasizing the need to prioritize installation at non-metered locations and noting the projected completion time is too long.
- Mayor Meister highlighted city improvements, praised staff for river cleanup and street maintenance, noted ongoing Main Street revitalization efforts, congratulated the fire

department on its new training tower, and mentioned upcoming community events, including the Taco Tasting Trail and National Night Out.

- Interim City Manager Tree expressed appreciation for staff, reaffirmed the city's results-driven approach, and noted his anticipation of participating in the upcoming National Night Out event.

**CLOSED SESSION**

None.

**ADJOURNMENT**

The Council adjourned at 6:32 p.m. to the meeting of August 19, 2025, at 5:30 p.m.

---

Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

SEAL

---

Greg Meister, Mayor



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Acceptance of Donation of Gym Equipment

**SOURCE:** Fire

**COMMENT:** Planet Fitness is upgrading its fitness equipment at its facility and, as part of its company practice, donates used equipment to local fire departments. The Porterville Fire Department has been offered a donation of various exercise equipment to enhance the fitness facilities at the City's three fire stations.

The equipment is in good condition and suitable for firefighter use. This contribution will improve the Department's ability to maintain firefighter health and operational readiness. Based on current market data for similar used equipment in good condition, the approximate value of the donation is as follows:

| Item                                      | Quantity | Approx. Value per Unit (Used) | Total Approx. Value |
|-------------------------------------------|----------|-------------------------------|---------------------|
| 45 lb Plates                              | 14       | \$45                          | \$630               |
| BOSU Balance Trainer                      | 2        | \$80                          | \$160               |
| Kettlebells (30 lb)                       | 2        | \$30                          | \$60                |
| Kettlebells (20 lb)                       | 2        | \$20                          | \$40                |
| Kettlebells (15 lb)                       | 2        | \$15                          | \$30                |
| Kettlebells (10 lb)                       | 1        | \$10                          | \$10                |
| Dumbbells (75 lb)                         | 4        | \$75                          | \$300               |
| Dumbbells (70 lb)                         | 2        | \$70                          | \$140               |
| Dumbbells (65 lb)                         | 4        | \$65                          | \$260               |
| Dumbbells (60 lb)                         | 2        | \$60                          | \$120               |
| Dumbbells (55 lb)                         | 3        | \$55                          | \$165               |
| Dumbbells (50 lb)                         | 4        | \$50                          | \$200               |
| Dumbbells (40 lb)                         | 2        | \$40                          | \$80                |
| Dumbbells (35 lb)                         | 3        | \$35                          | \$105               |
| Dumbbells (30 lb)                         | 2        | \$30                          | \$60                |
| Dumbbells (20 lb)                         | 2        | \$20                          | \$40                |
| SYNRGY360 Functional 1<br>Trainer Machine |          | \$3,000                       | \$3,000             |

**Total Estimated Value**

**\$5,200**

RECOMMENDATION: That the City Council:

1. Accept the donation of exercise equipment from Planet Fitness for use at the City's three fire stations; and
2. Authorize the Fire Chief to execute the General Equipment Release to complete the transfer.

ATTACHMENTS: 1. Planet Fitness General Equipment Release

Appropriated/Funded:

Review By:

Department Director:  
Bryan Cogburn, Fire Chief

Final Approver: Richard Tree, Interim City Manager



## GENERAL EQUIPMENT RELEASE

Receiving Party hereby accepts and agrees to all below conditions and terms in consideration for receiving the Planet Fitness branded ("Equipment") from Planet Fitness.

Receiving Party hereby acknowledges that Planet Fitness is not directly involved in the delivery, installation, maintenance or any other aspect of the Equipment and carries no liability whatsoever with regard to same.

Receiving Party agrees to indemnify, defend, and hold harmless Planet Fitness, its affiliates, officers, directors, shareholders, managers, members, agents, representatives, independent contractors, and employees (collectively, the "Indemnified Parties" and/or "Planet Fitness") from and against all losses, costs and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof, which arises out of or is based upon: (a) the Equipment (including without limitation its use, delivery, installation, removal or use by any person); (b) the negligent (including gross negligence) or willful acts, errors, and omissions of Receiving Party, any of its affiliates or subcontractors, any of its principals, officers, directors, shareholders, managers, members, agents, representatives, independent contractors or employees; (c) the actual or alleged infringement of a third party's intellectual property rights by Receiving Party, any of its affiliates or subcontractors, any of its principals, officers, directors, shareholders, managers, members, agents, representatives, independent contractors or employees in the provision of the Equipment; or (d) any breach of any covenant or agreement made by Receiving Party.

FURTHER IN NO EVENT SHALL PLANET FITNESS BE LIABLE TO THE RECEIVING PARTY OR USERS OF THE EQUIPMENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR GROSS NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY.

As consideration for the receipt of the Equipment, the Receiving Party hereby releases and waives any and all claims against Planet Fitness for any and all claims related to the Equipment. This release specifically includes, but is not limited to, past, current and future claims of any possible kind related to the Equipment, its use, any delivery or installation of the Equipment, and the removal/disposal of such Equipment. This release further applies to any and all claims related to the Equipment now and forever, whether known or unknown. This release further includes, and is not limited to, any possible past, current or future claim, whether known or unknown, any and all claims against Planet Fitness based on negligence or gross negligence.

The Receiving Party further warrants and affirms its obligation to not donate, re-sell or otherwise re-distribute the Equipment in any fashion whatsoever. The Equipment must be destroyed and/or completely de-branded (to include stripping of all marks and paint colors) upon the Receiving Party no longer wishing to use the Equipment.

\_\_\_\_\_  
RECEIVING PARTY

\_\_\_\_\_  
DATE

Printed Name: \_\_\_\_\_





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Authorization to Execute Consultant Services Contract - QK Surveying and Topography

**SOURCE:** Engineering and Project Management

**COMMENT:** Staff is requesting authorization to execute a contract with QK, Inc. in the amount of \$220,660 for surveying and topography services in the area of Westwood Street, Westfield Avenue, Mathew Street, and Henderson Avenue. This work is required to provide the necessary base information for project design in preparation for future rehabilitation and/or reconstruction of this area.

QK, Inc. is on the City's current on-call list for licensed engineers. Their recent work on new developments in the vicinity has established surveying control, which is expected to streamline data collection and reduce turnaround time.

Funding for this work is available in Measure R - Local funds as approved in the 2024/2025 Fiscal Year Budget.

**RECOMMENDATION:** That the City Council:

1. Authorize the Engineering & Project Management Director to execute a Consultant Services Agreement with QK, Inc. in the amount of \$220,660 for surveying and topography services for the Westwood Area (Westwood Street, Westfield Avenue, Mathew Street, and Henderson Avenue); and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

**ATTACHMENTS:** 1. Consultant Services Proposal

**Appropriated/Funded:**

**Review By:**

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager

## SCHEDULE

The timeline outlined below is solely with respect to QK's efforts and does not account for sub-consultants' timelines. Some tasks will be performed concurrently.

| Task | Description                                                                                                             | Duration          |
|------|-------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.0  | Topographic Survey – Field Work                                                                                         | 20 Business Days  |
| 2.0  | Land Surveying Services                                                                                                 |                   |
| 2.1  | Project Management                                                                                                      | 80 Business Days  |
| 2.2  | Right-of-Way Establishment                                                                                              | 20 Business Days  |
| 2.3  | Legal Descriptions                                                                                                      | 60 Business Days  |
|      | Total Duration                                                                                                          | 120 Business Days |
|      | Optional Tasks (Estimated time for each Task separately)                                                                |                   |
| 3.0  | Potholing (Optional - This task cannot start until preliminary plans have been prepared to identify pothole locations.) | 20 Business Days  |
| 4.0  | Topographic Survey – Office Reduction/Drafting (Optional)                                                               | 25 Business Days  |
| 5.0  | Drainage Evaluation (Optional)                                                                                          |                   |
| 5.1  | Kick-Off Meeting and Coordination                                                                                       | 65 Business Days  |
| 5.2  | Topographic Survey – Drainage Evaluation                                                                                | 20 Business Days  |
| 5.3  | Right-of-Way Establishment (Mulberry Avenue from Mathew Street to Newcomb Street)                                       | 15 Business Days  |
| 5.4  | Drainage Evaluation and Report                                                                                          | 30 Business Days  |
| 6.0  | Geotechnical Investigation (Optional)                                                                                   | 30 Business Days  |

## FEE ESTIMATE

The fee amount shown is for QK's efforts, including sub-consultant fees. QK services will be billed as a Fixed Fee. Tasks 3.0 – 6.0 are provided as optional per the request of Javier Sanchez.

| Task | Description                                                                                         | Fee Type      | Fee Amount |
|------|-----------------------------------------------------------------------------------------------------|---------------|------------|
| 1.0  | Topographic Survey – Field Work                                                                     | Fixed Fee     | \$133,500  |
| 2.0  | Land Surveying Services                                                                             |               |            |
| 2.1  | Project Management                                                                                  | Fixed Fee     | \$12,600   |
| 2.2  | Right-of-Way Establishment                                                                          | Fixed Fee     | \$13,800   |
| 2.3  | Legal Descriptions                                                                                  | Fixed Fee     | \$62,700   |
|      | Subtotal Fee                                                                                        |               | \$222,600  |
|      | Optional Tasks                                                                                      |               |            |
| 3.0  | Potholing (Optional)                                                                                | Fixed Fee     | \$101,000  |
| 4.0  | Topographic Survey – Office Reduction/Drafting (Optional)                                           | Fixed Fee     | \$74,000   |
| 5.0  | Drainage Evaluation (Optional)                                                                      |               |            |
| 5.1  | Kick-Off Meeting and Coordination                                                                   | Fixed Fee     | \$14,000   |
| 5.2  | Topographic Survey – Drainage Evaluation                                                            | Fixed Fee     | \$45,500   |
| 5.3  | Right-of-Way Establishment (Mulberry Avenue from Mathew Street to Newcomb Street)                   | Fixed Fee     | \$2,600    |
| 5.4  | Drainage Evaluation and Report                                                                      | Fixed Fee     | \$29,500   |
| 6.0  | Geotechnical Investigation (Optional)<br>(Fee will be based on a separate SEI proposal to the City) | Estimated Fee | \$30,000   |
|      | Subtotal of Optional Tasks                                                                          |               | \$296,600  |
|      | Total Fee, Not to Exceed (NTE)                                                                      |               | \$519,200  |



## CITY COUNCIL AGENDA – AUGUST 19, 2025

SUBJECT: Authorization to Award Contract - Fourth Street Water Replacement Project

SOURCE: Engineering and Project Management

COMMENT: On May 8, 2025, the City received five (5) bids for the Fourth Street Water Replacement Project. One bid was determined to be non-responsive for failing to provide proof of experience with similar projects as required by the bid documents.

This project will replace the existing undersized water main and water laterals in the project area and provide a fire connection to the community center project. This connection will create a looped fire system in compliance with the Fire Code.

The Engineer's Estimate of Probable Cost for the project was \$862,697. The lowest responsive bid, submitted by 99 Pipeline, Inc., is \$757,018, which is 12.2% below the Engineer's Estimate. Staff recommends awarding the project to 99 Pipeline, Inc.

An additional ten percent (10%), or \$75,701, is recommended for construction contingency to cover unforeseen conditions that may arise during construction, such as unanticipated utility conflicts, changes in site conditions, or other necessary field adjustments. Another ten percent (10%), or \$75,701, is recommended for construction management, surveying, quality control, and inspection services. This results in a total estimated project cost of \$908,420.

Funding for this project is available from Water Replacement Funds (WRF) in an amount not to exceed \$908,420.

The bids are as follows:

| <u>Contractor</u>                    | <u>Bid Amount</u>        |
|--------------------------------------|--------------------------|
| Superior Ag Construction             | Bid found non-responsive |
| 99 Pipeline, Inc                     | \$757,018                |
| Dawson-Mauldin LLC                   | \$990,372                |
| West Valley Construction             | \$1,174,948              |
| Sierra Construction & Excavation Inc | \$1,372,885              |

RECOMMENDATION:

That the City Council:

1. Award the Fourth Street Water Replacement Project to 99 Pipeline, Inc. in the amount of \$757,018;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs; and
4. Authorize a ten percent (10%) allocation for construction management, surveying, quality control, and inspection services.

ATTACHMENTS:

1. Locator Map

Appropriated/Funded:

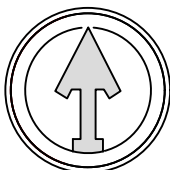
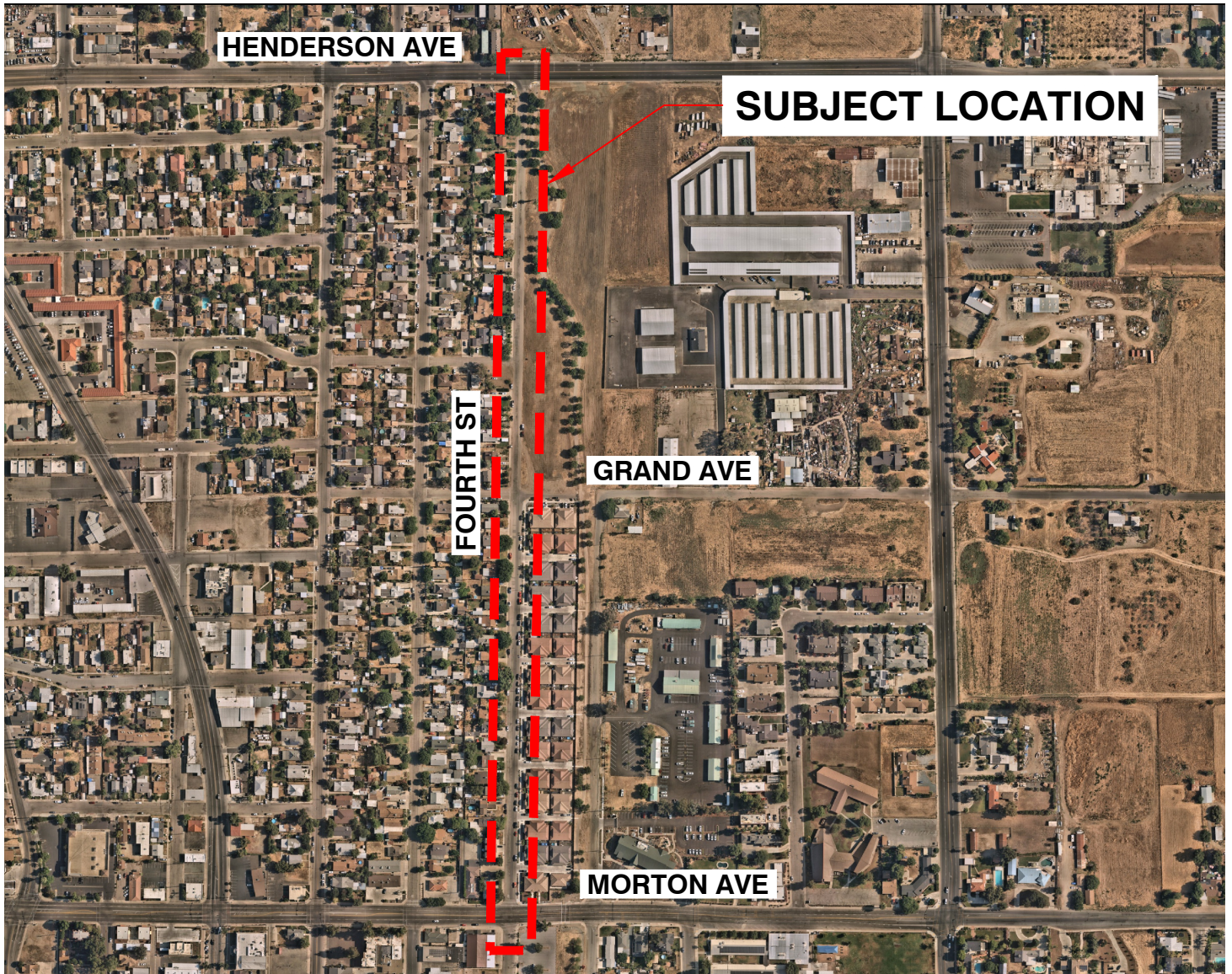
Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

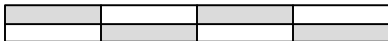
Final Approver: Richard Tree, Interim City Manager





NORTH

0 500 1000



SCALE: 1" = 500'

**CITY OF PORTERVILLE**  
**ENGINEERING DIVISION**

291 NORTH MAIN STREET  
PORTERVILLE, CA. 93257  
(559) 782-7482

**FOURTH STREET WATER  
REPLACEMENT PROJECT  
LOCATOR MAP**

|            |           |
|------------|-----------|
| DRAWN BY   | VV        |
| CHECKED BY |           |
| SCALE      | 1" = 500' |
| DATE       | 3/24/2025 |

|       |   |
|-------|---|
| SHEET | 1 |
| OF    | 1 |



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Authorization for Street Closure - Pioneer Days & Rib Cook-Off

**SOURCE:** Parks and Leisure Services

**COMMENT:** The Parks and Leisure Services Department requests City Council authorization for a temporary street closure to accommodate the annual Pioneer Days & Rib Cook-Off fundraiser for the Zalud House Museum. This year's event is scheduled for Saturday, October 4, 2025, from 5:00 AM to 4:00 PM, which includes setup and teardown.

Pioneer Days is a long-standing community tradition featuring a rib cook-off, pageants, vendors, live shoot-out reenactments, historical displays, a kids' corral, old west games, music, and more. The event attracts visitors of all ages and supports the preservation and promotion of local history through the Zalud House Museum.

To support the event, staff recommends temporarily closing the following streets:

- Main Street from Morton Avenue to Putnam Avenue
- Harrison Avenue, Thurman Avenue, and Cleveland Avenue from Division Street to the alley just east of Main Street

The Internal Community Civic Event form has been routed to City staff for review. The approved outside amplifier permit and the road closure map are attached to this report.

**RECOMMENDATION:** That the City Council authorize the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue, and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 4, 2025, from 5:00 AM to 4:00 PM, during Pioneer Days.

**ATTACHMENTS:** 1. Police Department Amplified Permit - Approved

Item No. 5.

## 2. Street Closure Map

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Richard Tree, Interim City Manager



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: Tonya Childree, 15 E. Thurman Ave, Suite A, Porterville
- 2 Address where amplification equipment is to be used: Main Street, Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Tonya Childree/ Parks & Leisure Services Department
- 4 Type of event for which amplification equipment will be used: Pioneer Days & Rib Cook-Off
- 5 Dates and hours of operation of amplification equipment: October 4, 2025, 11am-3pm
- 6 A general description of the sound amplifying equipment to be used: Music and announcements from microphone and speakers, intermitten gun fire from Jackass Mail Run

[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 ,

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 by the council be 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.

*Tonya Childree*

Signature of Applicant

7/1/2025

Date

**T□IS OUTSIDE AMP□IFIER PERMIT □AS □EEN APPRO□ED. □O□ E□ER, □ E URGE YOU TO REMAIN CONSIDERATE OF T□E GENER□ PEACE AND ORDER OF T□E NEIG□ORS IN T□E AREA. FAI□URE TO A□IDE □Y T□ESE REGU□ATIONS CAN RESU□T IN RE□OCATION OF T□E PERMIT.**

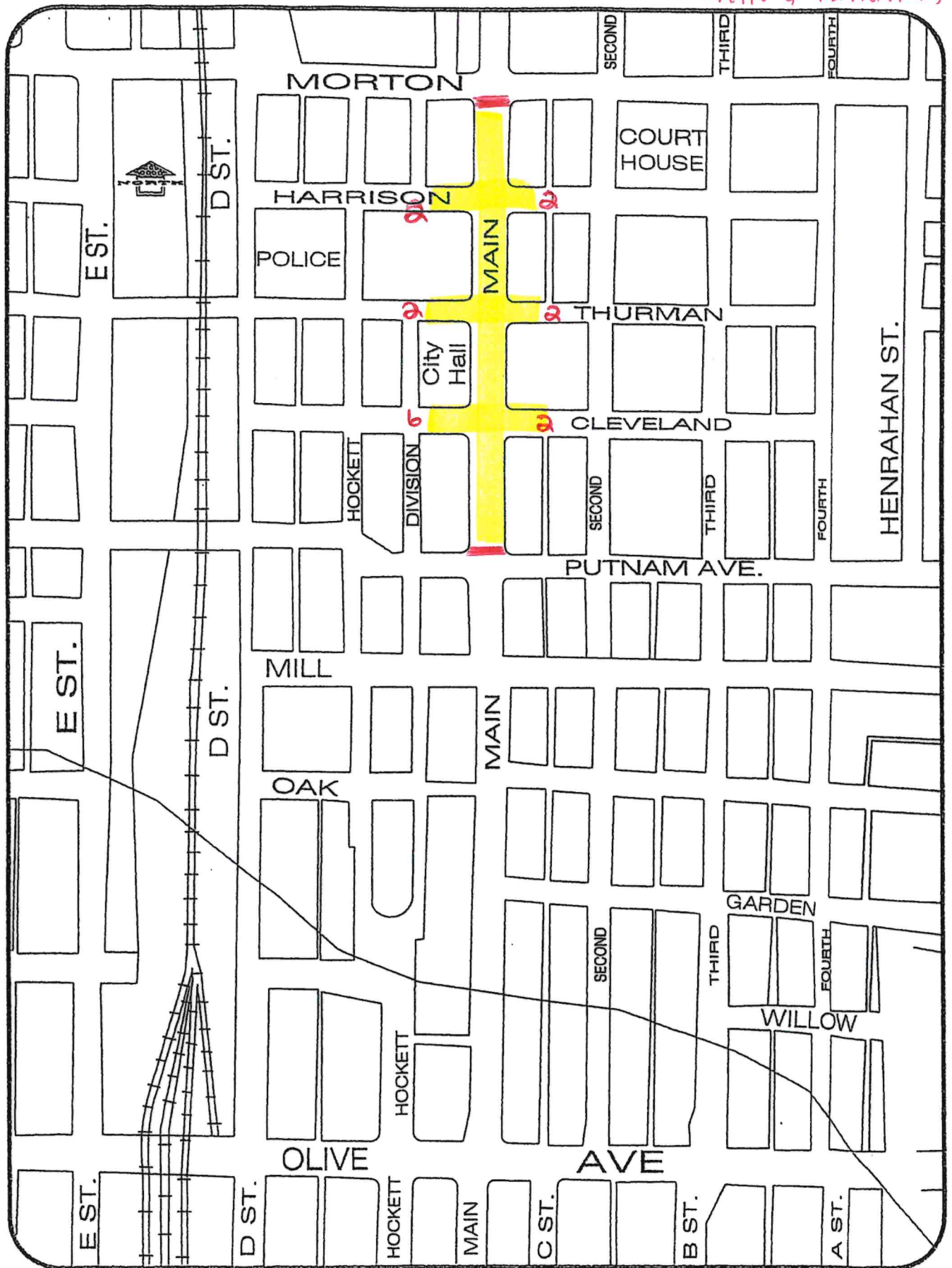
*Mark Azevedo, Lieutenant*

City of Porterville, Chief of Police/Designee

07/28/25

Date

LARGE ORANGE BARRICADES = 8 TOTAL (MAIN & MORTON,  
MAIN & PUTNAM)





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of the Fiscal Year 2025/2026 ESRI Software Annual Maintenance Agreement Renewal

**SOURCE:** Community Development

**COMMENT:** The City has used Environmental Systems Research Institute (ESRI) software to manage its Geographic Information System (GIS) needs since 2004. In 2018, the City Council approved a contract for a commercial GIS platform that includes an annual maintenance agreement covering ArcGIS Enterprise, basic and advanced licenses, viewer licenses, and a network analyst extension.

GIS integrates cartography, statistical analysis, and computer technology to manage, analyze, and present geographic data. It supports a wide range of City operations, including public notifications, public safety dispatch, infrastructure and asset management, traffic control, street sweeping, refuse collection, land use and zoning updates, and property ownership tracking. GIS data is also integrated into the City's emergency services dispatch system and building permit system, with many maps made available to the public on the City's website.

The annual maintenance fee of \$12,535 ensures access to the latest software updates, technical support, training, and industry-specific solutions. Funding is available through the General Fund and applicable Enterprise Fund accounts.

**RECOMMENDATION:** That the City Council approve the renewal of the Environmental Systems Research Institute (ESRI) annual maintenance agreement in the amount of \$12,535.

**ATTACHMENTS:** 1. ESRI Renewal Quote

**Appropriated/Funded:**

**Review By:**

Department Director:  
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager





Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 08/04/2025  
**To:** Rachel Ginsberg  
**Organization:** City of Porterville  
Community Development  
**Fax #:** 559-781-6437 **Phone #:** 559-781-7875  
  
**From:** Heather Carmody  
**Fax #:** 909-793-4801 **Phone #:** + 19093692314 Ext. 2314  
**Email:** HCARMODY@ESRI.COM

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26295933  
Document Date: 07/25/2025

### **~ REVISED QUOTE ~**

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936923142314  
Fax #: 909-793-4801

## Quotation

**Date:** 07/25/2025**Quotation Number:** 26295933

City of Porterville  
Community Development  
GIS  
291 N Main St  
Porterville CA 93257-3737  
**Attn:** Rachel Ginsberg  
**Email:** [planning@ci.porterville.ca.us](mailto:planning@ci.porterville.ca.us)  
**Customer Number:** 129405

For questions regarding this document, please contact Customer Service at 888-377-4575.

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Heather Carmody

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

| Item | Qty | Material#                                                                                                                                                     | Unit Price | Extended Price |
|------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 10   | 1   | 93094<br>ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance<br>Start Date: 10/24/2025<br>End Date: 10/23/2026<br>Subscription ID: 4502221141 | 1,160.00   | 1,160.00       |
| 1010 | 2   | 87193<br>ArcGIS Desktop Basic Single Use Secondary Maintenance<br>Start Date: 10/24/2025<br>End Date: 10/23/2026<br>Subscription ID: 4502221141               | 350.00     | 700.00         |
| 2010 | 1   | 122181<br>ArcGIS Desktop Advanced Single Use Primary Maintenance<br>Start Date: 10/24/2025<br>End Date: 10/23/2026<br>Subscription ID: 4502221141             | 3,475.00   | 3,475.00       |
| 3010 | 8   | 153147<br>ArcGIS Online Viewer User Type Annual Subscription                                                                                                  | 125.00     | 1,000.00       |

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936923142314  
Fax #: 909-793-4801

## Quotation

Page 2

**Date:** 07/25/2025

**Quotation Number:** 26295933

| Item                                                    | Qty | Material# | Unit Price | Extended Price       |
|---------------------------------------------------------|-----|-----------|------------|----------------------|
| <hr/>                                                   |     |           |            |                      |
| Start Date: 10/24/2025                                  |     |           |            |                      |
| End Date: 10/23/2026                                    |     |           |            |                      |
| Subscription ID: 4502221141                             |     |           |            |                      |
| 4010                                                    | 1   | 161328    | 6,200.00   | 6,200.00             |
| ArcGIS Enterprise Standard Up to Four Cores Maintenance |     |           |            |                      |
| Start Date: 10/24/2025                                  |     |           |            |                      |
| End Date: 10/23/2026                                    |     |           |            |                      |
| <b>Item Subtotal</b>                                    |     |           |            | 12,535.00            |
| <b>Estimated Tax</b>                                    |     |           |            | 0.00                 |
| <b>Total</b>                                            |     |           |            | <b>USD 12,535.00</b> |

**DUNS/CEC:** 06-313-4175 **CAGE:** 0AMS3



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936923142314  
Fax #: 909-793-4801

## Quotation

Page 3

**Date:** 07/25/2025

**Quotation No:** 26295933

**Customer No:** 129405

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of Joint Funding Agreement with Kern Community College District for a Part-Time Reserve Police Officer

**SOURCE:** Police

**COMMENT:** The Porterville Police Department assigns one Reserve Police Officer to Porterville College on a part-time basis, providing six hours of service per day, Monday through Thursday, for campus security, safety, and patrol. The officer responds to reports of criminal activity, assists with other safety-related incidents during school hours, and provides security for after-hours college functions as requested. Equipment, vehicle(s), and uniforms are provided by the Porterville Police Department.

Kern Community College District has agreed to renew the Joint Funding Agreement, compensating the City at \$33.00 per hour for this service, with an estimated annual cost of \$32,000. The position is fully funded by the Kern Community College District for the one-year term of the contract.

**RECOMMENDATION:** That the City Council:

1. Approve the Agreement for Joint Funding for a part-time Reserve Police Officer for the period of July 1, 2025, through June 30, 2026; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

**ATTACHMENTS:** 1. Kern Community College District Police Contract

**Appropriated/Funded:**

**Review By:**

Department Director:  
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager



**KERN COMMUNITY COLLEGE DISTRICT**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR (For Non-Public Works Services)**

This Agreement is entered into by and between the Kern Community College District, on behalf of (Check One):

☐ District Office

☐ Bakersfield College

☐ District-Wide

☐ Cerro Coso Community College

☒ Porterville College

("District"), and City of Porterville Police Department, ("Contractor"), identified under social security number/taxpayer identification number *(if using SSN, enter last 4 digits only)* \_\_\_\_\_, with its principal place of business / office(s) located at 350 North D Street, Porterville CA 93257.

1. **TERM OF AGREEMENT / DATE(S) of SERVICE(S):** July 1, 2025 to June 30, 2026.

2. **SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and equipment to the District (hereinafter "Services"), as described below:

To provide Reserve Officer Services for Porterville College campus security/patrol. All equipment, vehicles, and uniform will be provided by the City of Porterville Police Department.

It is understood and agreed that in the event any additional tasks or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

3. **COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ \$33.00 per hour, maximum 960 hours and not to exceed \$32,000 per year. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services pursuant to this Agreement and the District's receipt of a properly completed invoice from Contractor for Services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented in this Agreement and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: \_\_\_\_\_

**Office Use Only. To be completed by Initiator-(Required):**

**FOAPAL to be used for this expense** RP502-53EMOP-5118-677010

4. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) or educational credentials, as required under the laws of the State of California and in accordance with District policies and regulations, to fully perform the services required by this Agreement. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

5. **NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except

as set forth in this Agreement. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Please mark whichever is applicable:

☐ Contractor agrees that Contractor is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services Contractor will perform for District under this Agreement.

OR

☐ Contractor is performing one of the following services: marketing, human resources administration, travel agent, graphic designer, grant writer, fine artist, freelance writer, photographer, photojournalist, or cosmetologist. Contractor maintains a business location, which may include the Contractor's residence that is separate from the District's business locations. Contractor has a business license, in addition to any required professional licenses or permits for the Contractor to practice in their profession. Aside from project completion dates and reasonable business hours, the Contractor has the ability to set his/her own hours. Contractor is customarily engaged in the same type of Services for other entities and is available to perform the same type of Services as those performed pursuant to this Agreement for other potential customers. Contractor customarily and regularly exercises discretion and independent judgment in the performance of the Services.

Are you a retiree of CalSTRS? ☐ Yes ☐ No  
Are you a retiree of CalPERS? ☐ Yes ☐ No

For tax reporting purposes, are you using an ☐ SSN ☐ EIN/TIN

If you marked yes to CalSTRS or CalPERS retiree and you are using your SSN for tax reporting, you are ineligible to enter into an ICA with the Kern Community College District.

Contractor acknowledges the above is true and correct.

---

### Contractor Signature

**6. RESPONSIBILITY FOR PAYMENT OF WAGES:** Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services pursuant to this Agreement, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained in this Agreement will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services pursuant to this Agreement are non-exclusive and Contractor is free to accept other work.

**7. INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, or self-employment taxes.

**8. INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed

operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;

(ii) Commercial Automobile Liability insurance for “any auto” with combined single limits of liability of not less than \$1,000,000 per occurrence;

(iii) Professional Liability insurance (also known as “Errors and Omissions” insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and

(iv) Cyber Liability Insurance of not less than \$2,000,000; and

(v) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services pursuant to this Agreement, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this agreement concerning minimum insurance requirements shall reduce the Contractor's liabilities or obligations under the indemnification provisions of this Agreement.

**9. CONFIDENTIALITY:** Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, or business activities (“Confidential Information”). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. Upon expiration or termination of the Agreement or Contractor's performance pursuant to this Agreement, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.

**10. PROPRIETARY RIGHTS/OWNERSHIP:**

- a. All work accomplished pursuant to this Agreement, tangible and intangible, will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement or Contractor's performance pursuant to this Agreement.
- b. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services pursuant to this Agreement, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

- c. Contractor assigns to the District any and all rights Contractor could have, may have, or does have, in the work or work product performed under this Agreement, and the District shall have all right, title, and interest in the name of the District and pursuant to Education Code section 72207. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the works for any purpose and in any medium. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for work for such use. All copies of such Information in written, graphic or other tangible form shall be returned to the District upon termination of the Agreement. Information shall be kept confidential by Contractor, shall be used only in performing pursuant to this Agreement, and may be used for other purposes only upon prior written approval of the Chancellor or Designee.

**11. GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to the District's Board Policy BP 3810, as follows:

**"BP 3810 Claims against the Kern Community College District:**

*Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.*

*Claims must be presented according to this policy as a prerequisite for filing suit against the District.*

- *Claims that are subject to the requirements of this policy include, but are not limited to, the following:*
- *Claims by public entities: Claims by the state or by a state department or agency or claims by another public entity*
- *Claims for fees, salaries, wages, mileage, damages or other expenses The designated place for service of claims, lawsuits, or other types of legal process upon the District is:*

*The Office of the General Counsel  
2100 Chester Avenue  
Bakersfield, California 93301  
(661) 336-5040"*

**12. TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:

Name: City of Porterville Police Department

Address: 350 North D Street

City/State/Zip: Porterville, CA 93257

If to District, notice will be addressed to:

Kern Community College District

c/o Chief Financial Officer

2100 Chester Avenue, Bakersfield, CA 93301

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance with this section will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations pursuant to this Agreement shall survive the termination of this Agreement.

**13. DISCLAIMER FOR RETIREES FROM STRS or PERS:** If a Contractor is a retired annuitant through STRS or PERS, Contractor's pension or retirement allowance may be impacted based upon service to the District as an independent contractor. Contractor understands it is his or her responsibility to contact his or her retirement system to determine the impact of providing Services to the District as an independent contractor. Contractor agrees that the District can in no way be responsible for the loss or diminution of the Contractor's retirement benefits based on the receipt of payment pursuant to this Agreement.

**14. NON-DISCRIMINATION/COMPLIANCE WITH DISTRICT RULES:** Contractor agrees that he/she/it will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12940. Contractor also agrees to comply with the Board Policies and Administrative Procedures of the District.

**15. SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

**16. ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

**17. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

**18. FORCE MAJURE:** Neither party shall be responsible for performance of their respective obligations under this contract in the event of delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

**19. FEMA CLAUSES:** District has received or may seek funding for this Agreement from the Federal Emergency Management Agency (FEMA). **FEMA Provisions Attachment A is only required if using FEMA funding.** If required, complete the FEMA Provisions Attachment A, in order to comply with federal requirements for such funding clauses in Attachment A to this Agreement are incorporated into this Agreement as if fully set forth herein.

**AGREED TO AND ACCEPTED:**

**CONTRACTOR:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

The following signatures provide authorization for the use of this hiring category.

**CAMPUS REPRESENTATIVES:**

**Initiator** (College representative with authority to initiate the request for engagement for Services to be rendered pursuant to this Agreement):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Budget Manager** (Directors, Deans, etc. with approval authority under \$5,000):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Manager** (Vice-Presidents, Presidents, etc. with approval authority over \$5,000):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CAMPUS REPRESENTATIVES:**

**Campus Director of Administration:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Campus Director of Human Resources:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DISTRICT OFFICE REPRESENTATIVES:**

**Interim Vice Chancellor, Human Resources:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Chief Financial Officer:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





## INDEPENDENT CONTRACTOR CHECKLIST

**Name of Contractor:** \_\_\_\_\_

**Total \$ Amount of Contract:** \_\_\_\_\_ **Source of Funds:** \_\_\_\_\_

**Site:** ☐ District ☐ BC ☐ CC ☐ PC

The purpose of this checklist is to assist in the determination of employee or independent contractor status. Federal and State law places the burden of proof on the employer to show that an independent contractor relationship exists.

**Please answer the following questions:**

| Step | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes                      | No                       | ICA vs EE                                                                           |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------------------------------------------------------|
| 1.   | Is the Independent Contractor a government agency, an agency registered as a LLC, LLP, Corporation (C-Corp, S-Corp)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> | <b>If YES: Independent Contractor Agreement</b><br><b>If NO: Go to step 2</b>       |
| 2.   | Is the Independent Contractor engaged in an exempt occupation including, among others, lawyer, architect, engineer, private investigator, fine artists (performing artist/musicians/vocalist and single event performers), certain licensed health-care professionals, marketing (original and creative content), travel agent services, graphic design, still photographer, photojournalist, freelance writer, editor, tutoring, event vendor, interpreting services, workers providing licensed barber, esthetician or cosmetology services and others performing work under a contract for professional services with another business entity or pursuant to a subcontract in the construction industry. "Sports official" includes an umpire, referee, judge, scorekeeper, timekeeper, or other person who is a neutral participant in a sports event. | <input type="checkbox"/> | <input type="checkbox"/> | <b>If YES: Independent Contractor Agreement</b><br><b>If NO: Go to step 3</b>       |
| 3.   | ABC test in which <u>a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless all of the following conditions are satisfied:</u><br><br>(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.<br><br>(B) The person performs work that is outside the usual course of the hiring entity's business.<br><br>(C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.                                                                                                                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <b>If NO: Contact your campus Human Resources Department for further assistance</b> |

**Campus Director of Human Resources (signature)** \_\_\_\_\_ **(printed name)** \_\_\_\_\_

**Date:** \_\_\_\_\_



## IRS SECTION 530-SAFE HARBOR RULE

The "Safe Harbor" rules apply where past practice in an industry recognizes a trade, profession, or service provider as being an independent contractor. If the decision to categorize this individual is based on known industry practice, please provide the required documentation/information to justify this decision. Below is a list of the information required to apply the Safe Harbor rule:

1. List other California Community Colleges that categorizes individuals working in a similar capacity as independent contractors. Please list names and current title of the contact person. Establish and document when the practice began. Collect any written procedures or policies that the school may have.
2. Describe any personal experience and knowledge with this practice within the trade or profession gained from interviews, industry tax literature, seminars, legal readings, etc. that would substantiate this categorization. (Please attach documentation)

My signature below indicates my agreement that this individual is appropriately categorized as an Independent Contractor.

---

Initiator/Campus Representative Signature                      Date

---

Director of Human Resources Signature                      Date

I have read the Independent Contractor Checklist and agree with the categorization of Independent Contractor for the services that I will be providing Kern Community College District.

---

Independent Contractor Signature                      Date

## Police Department

350 North "D" Street  
Porterville, CA 93257  
(559) 782-7400/FAX (559) 784-1070  
www.PortervillePolice.com

Jake Castellow

Chief of Police



### Kern Community College District-Agreement with Independent Contractor Indemnity Addendum

The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigations (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City of the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authored agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

Representative

Kern Community College District obo Porterville College

  
Jake Castellow, Chief of Police

Date

8-5-25

Date

*Porterville Police Department Mission Statement*

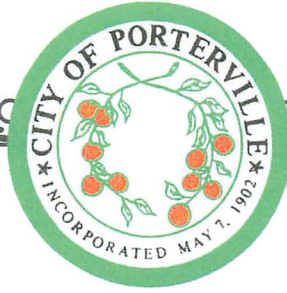
*The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.*

## Police Department

350 North "D" Street  
Porterville, CA 93257  
(559) 782-7400/FAX (559) 784-1070  
www.PortervillePolice.com

**Jake Castellow**

Chief of Police



August 5, 2025

To Whom it May Concern,

As of July 1, 2025, the updated cost for the service of one sworn Reserve Police Officer for Porterville College is \$33 per hour. This rate is not to exceed a maximum of 960 hours, which will not exceed the amount of \$32,000. This agreement will be valid from July 1, 2025 and will conclude June 30, 2026.

Sincerely,

Jake Castellow,  
CHIEF OF POLICE





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of Joint Funding Agreement with Porterville Unified School District for School Resource Officers

**SOURCE:** Police

**COMMENT:** The Porterville Police Department assigns four Police Officers as School Resource Officers (SROs) to Porterville Unified School District (PUSD). During school hours, these officers respond to reports of criminal activity at all PUSD school sites in the city and provide security for after-school functions, which is billed separately from the joint funding agreement.

For the 2025–2026 school year, the estimated salary and benefit cost for each SRO is \$115,000. PUSD will pay sixty-five percent (65%) of the salary and benefits for the four positions, up to \$299,000. The City will fund the remaining thirty-five percent (35%), estimated at \$161,000, plus approximately \$40,000 in ancillary costs for equipment and overtime.

SRO assignments will generally cover one of the three major high schools and their feeder schools, with flexibility to respond to other areas in the city as needed. Staff recommends continuing the program under the renewed joint funding agreement.

**RECOMMENDATION:** That the City Council:

1. Approve the Agreement for Joint Funding for School Resource Officers at Porterville Unified School District for the period of July 1, 2025, through June 30, 2026; and
2. Authorize the Chief of Police to execute the Agreement on behalf of the City of Porterville.

**ATTACHMENTS:**

1. 2025-2026 PUSD School Joint Funding Cooperative Agreement

**Appropriated/Funded:**

Review By:

Department Director:  
Jake Castellow, Chief of Police

Final Approver: Richard Tree, Interim City Manager



## JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2025, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

### ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2025, and ending on June 30, 2026.
2. The CITY shall provide (4) four "School Resource Officers" effective at the beginning of the school year, August 2025, and concluding at the end of the school year, June 2026. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$115,000. This does not include any ancillary costs or overtime costs.
5. (4) Four SROs shall be assigned to the PUSD District and the salary and benefit costs for the four SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$161,000 for four SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately \$40,000 in ancillary costs by the city.
7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$299,000 for four SRO positions. This represents 65% of the maximum estimated salary and benefits costs.
8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2026).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall



therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville  
291 N. Main Street  
Porterville, CA 93257  
Phone: 559-782-7442  
Fax: 559-782-7452

PUSD:

Porterville Unified School District  
600 W. Grand Avenue  
Porterville, CA 93257

Phone: 559-793-2455  
Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

i. 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 to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. 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
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. 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(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) 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(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.
- ii. 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 or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
  - d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
  - e. 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.
  - f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
  - g. 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.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

---

Jake Castellow, Chief of Police

PORTERVILLE UNIFIED SCHOOL DISTRICT:

---

Brad Rohrbach, Ed.D., Assistant Superintendent

# **EXHIBIT A**

## **GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM**

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can

take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



## CITY COUNCIL AGENDA – AUGUST 19, 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 August 5, 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

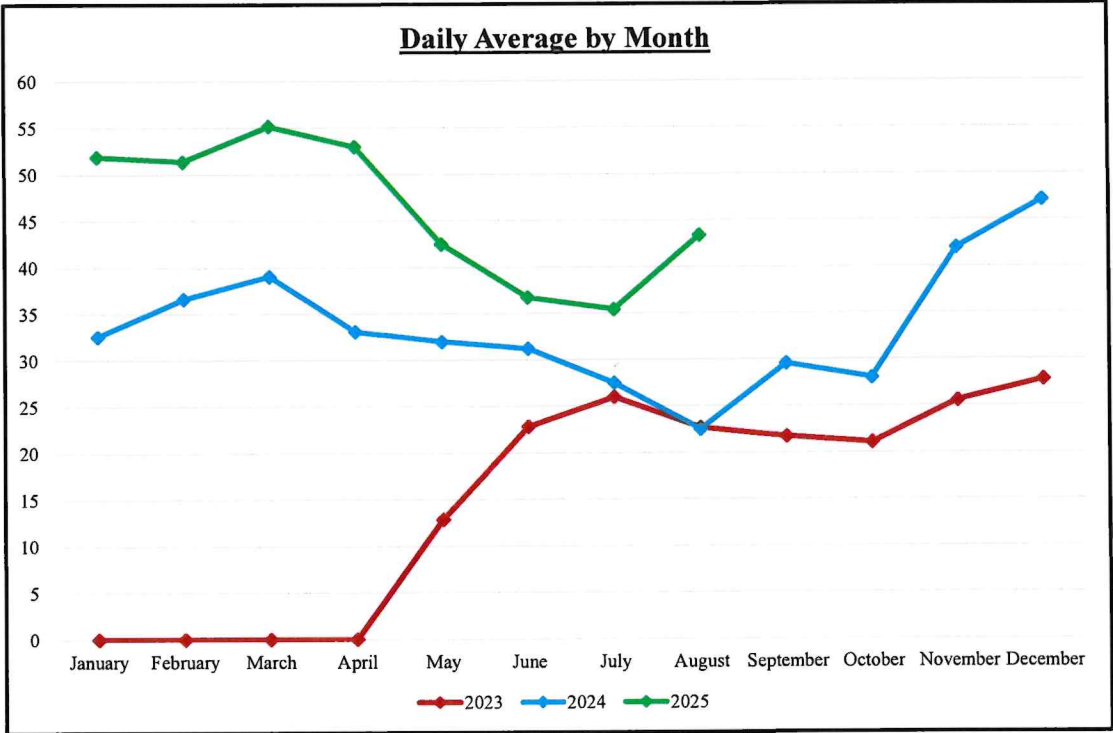
Appropriated/Funded:

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 | 36.70 |
| July                                 | 25.97 | 27.48 | 35.42 |
| August                               | 22.68 | 22.48 | 43.33 |
| September                            | 21.70 | 29.53 | -     |
| October                              | 21.03 | 28.00 | -     |
| November                             | 25.53 | 41.97 | -     |
| December                             | 27.77 | 47.06 | -     |





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of Memorandum of Understanding Between the City of Porterville and the Porterville Peace Officers' Association

**SOURCE:** Administrative Services

**COMMENT:** The City of Porterville and the Porterville Peace Officers' Association (PPOA) have concluded the meet-and-confer process for a successor Memorandum of Understanding (MOU). The proposed MOU covers the two-year term from July 1, 2025, through June 30, 2027, and includes provisions addressing salary adjustments, benefits, and other terms and conditions of employment for employees represented by PPOA.

Key terms of the agreement include a seven percent (7%) salary increase effective October 1, 2025, and an additional three percent (3%) salary increase effective July 1, 2026. The MOU also provides an additional one percent (1%) employee contribution toward medical premiums effective October 1, 2025.

Other provisions include the addition of an incentive pay structure for employees assigned to specialized duties, adjustments to uniform allowances, and updated compensation provisions for advanced POST certifications. Several classification changes are incorporated to address operational needs and to ensure appropriate alignment with job duties.

All other previously negotiated benefits and working conditions remain in effect unless specifically modified in the new agreement. This MOU reflects the final agreement reached through good faith negotiations and is intended to maintain competitive compensation while ensuring fiscal responsibility and supporting the City's recruitment and retention efforts.

**RECOMMENDATION:** That the City Council:

1. Approve the Memorandum of Understanding between the City of Porterville and the Porterville Peace Officers' Association for the period July 1, 2025, through June 30, 2027, as outlined in the attached draft Resolution and Exhibit A.
2. Adopt the draft Resolution ratifying the MOU and amending the Employee Pay and Benefit Plan to reflect its provisions; and

3. Authorize the Interim City Manager to execute the agreement and any related documents necessary to implement its provisions.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - Porterville Peace Officers' Association MOU

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

**RESOLUTION NO. \_\_\_\_\_-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN  
FOR THE PORTERVILLE PEACE OFFICERS ASSOCIATION**

**WHEREAS**, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

**WHEREAS**, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

**WHEREAS**, there has been concurrence on amendments to the Memorandum of Understanding ("MOU") with the Porterville Peace Officers Association ("PPOA") for the period from July 1, 2025, through June 30, 2027.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Porterville that the Memorandum of Understanding between the City of Porterville and the PPOA, attached hereto as Exhibit A, is hereby ratified; and the Employee Pay and Benefit Plan, for employees holding positions represented by PPOA, is hereby amended as detailed in the attached MOU.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of August 2025.

---

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: \_\_\_\_\_

Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PORTERVILLE

AND

PORTERVILLE POLICE OFFICER ASSOCIATION

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville and Porterville Police Officer Association have met and conferred with, and have reached concurrences on the following items:

- I. TERM  
Two (2) years, from July 1, 2025 through June 30, 2027.
- II. SALARY  
Effective October 1, 2025, PPOA employees shall receive a seven percent (7%) salary increase.  
  
Effective July 1, 2026, PPOA employees shall receive a three percent (3%) salary increase.
- III. MEDICAL CONTRIBUTION  
Effective October 1, 2025, PPOA employees shall pay an additional two percent (2%) towards their medical contributions.  
  
Effective July 1, 2026, PPOA employees shall pay an additional one percent (1%) towards their medical contributions.
- IV. CELL PHONE STIPEND  
Effective the next full pay period upon both ratification and adoption by the City Council, or as soon thereafter as possible, the City will provide mobile devices to all PPOA members. The cell phone allowance will cease as soon as the mobile devices are issued to employees.
- V. EDUCATION INCENTIVE  
Effective the next full pay period upon both ratification and adoption by the City Council, PPOA Employees are eligible for certification pay for the following certification:  
  
Supervisory POST Certificate: 2.5% of base pay
- VI. UNIFORM ALLOWANCE  
Effective the next full pay period upon both ratification and adoption by the City Council, the uniform allowance for PPOA employees shall be increased from \$1,200 to \$1,400.

VII. LOCAL HOUSING ASSISTANCE

Effective the next full pay period upon both ratification and adoption by the City Council, the Local Housing Assistance Program language shall be amended to increase the loan amount to \$20,000, the contract term to 15 years, and the forgivable amount to \$1,335 for each year of employment with the City

VIII. ACTING PAY

Effective the next full pay period upon both ratification and adoption by the City Council, Acting Pay will commence on the first day of the temporary assignment if the assignment is expected to last more than 14 consecutive workdays. Acting Pay will be granted when an Officer, Corporal, or Sergeant is temporarily assigned to a higher classification or assumes significant additional responsibilities beyond their regular duties.

IX. SPECIALTY PAY

Effective the next full pay period upon both ratification and adoption by the City Council, Corporals will be eligible to receive the 5%- Field Training Officer (FTO) when assigned to FTO due to the education and experience necessary to train new officers. Employees shall receive this pay for hours actively training new employees.

Also, the suspension of specialty pay for PPOA employees shall be amended to include the suspension of SWAT/HNT pay after an employee is off duty for a period of time of sixty days or longer.

In the event a PPOA employee is assigned to more than one specialty assignment, stacking is permitted with a 12.5% cap, except for concurrent assignments to SWAT/HNT and MAIT. The 12.5% stacking cap does not apply to K-9 and Corporal.

X. TAKE-HOME CITY VEHICLES

Effective immediately, the take-home vehicle policy shall be amended to include employees assigned to Detectives, MAIT/HNT, Drone Unit, and the Administrative Sergeant.

XI. BILINGUAL DIFFERENTIAL

Effective the next full pay period upon both ratification and adoption by the City Council, the bilingual differential shall be increased in the following:

Occasional translation compensation: from \$20 to \$40 per month

Bilingual compensation: from \$40 to \$80 per month

Bi-literate compensation: from \$80 to \$160 per month

XII. FITNESS INCENTIVE

Effective the next full pay period upon both ratification and adoption by the City

Council, the fitness incentive shall be increased from \$30/\$40/\$50 to \$60/\$80/\$100, no change to the monthly workout times.

XIII. 2027/2028 NEGOTIATIONS

Labor Negotiations for the 2027/2028 fiscal year shall begin no later than March 1, 2027.

XIV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by the appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PPOA.

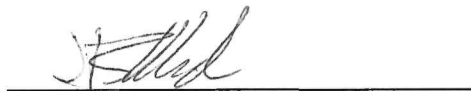
Executed this 12 day of August, 2025.

FOR THE CITY OF PORTERVILLE:



Richard Tree  
Interim City Manager

FOR THE PORTERVILLE POLICE OFFICER ASSOCIATION:



Justin Ellestad  
PPOA Representative





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of Memorandum of Understanding Between the City of Porterville and the Public Safety Support Unit

**SOURCE:** Administrative Services

**COMMENT:** The City of Porterville and the Public Safety Support Unit (PSSU) have completed the meet-and-confer process for a successor Memorandum of Understanding (MOU). The proposed MOU covers the one-year term from July 1, 2025, through June 30, 2026, and includes mutually agreed-upon provisions to address salary, benefits, position classifications, and other employment terms for employees represented by PSSU.

Key terms include a three percent (3%) salary increase effective October 1, 2025, and an additional one percent (1%) employee contribution toward medical premiums on the same date. Several position reclassifications and salary range adjustments are proposed to reflect job responsibilities more accurately and ensure competitive compensation. The agreement also revises uniform allowance provisions, expands eligibility to include Fire Inspectors, and incorporates boot allowances into the total uniform allowance.

Additional provisions include expanded experience pay for long-tenured Communications Dispatchers, new certification incentive pay for specialized positions such as Crime Analysts, Code Enforcement Officers, and Fire Inspectors, and the addition of notary pay and facility dog stipend allowances. The agreement also clarifies that all other previously negotiated benefits and working conditions remain in effect unless expressly modified.

All other previously negotiated benefits and working conditions remain in effect unless specifically modified in the new agreement. This MOU reflects the final agreement reached through good faith negotiations and is intended to maintain competitive compensation while ensuring fiscal responsibility and supporting the City's recruitment and retention efforts.

**RECOMMENDATION:** That the City Council:  
1. Approve the Memorandum of Understanding between the City of Porterville and the Public Safety Support Unit (PSSU) for

Item No. 11.

the period July 1, 2025, through June 30, 2026, as outlined in the attached draft Resolution and Exhibit A.

2. Adopt the draft Resolution ratifying the MOU and amending the Employee Pay and Benefit Plan to reflect its provisions, and

3. Authorize the Interim City Manager to execute the agreement and any documents necessary to implement its provisions.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - PSSU MOU

Appropriated/Funded:

Review By:

Department Director:

Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

**RESOLUTION NO. \_\_\_\_\_-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN  
FOR THE PUBLIC SAFETY SUPPORT UNIT**

**WHEREAS**, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

**WHEREAS**, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

**WHEREAS**, there has been concurrence on amendments to the Memorandum of Understanding ("MOU") with the Public Safety Support Unit ("PSSU") for the period from July 1, 2025, through June 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Porterville that the Memorandum of Understanding between the City of Porterville and the PSSU, attached hereto as Exhibit A, is hereby ratified; and the Employee Pay and Benefit Plan, for employees holding positions represented by PSSU, is hereby amended as detailed in the attached MOU.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of August 2025.

---

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: \_\_\_\_\_

Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PORTERVILLE

AND

PORTERVILLE SAFETY SUPPORT UNIT

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville and the Porterville Safety Support Unit have met and conferred with, and have reached concurrences on the following items:

I. TERM

One (1) year, from July 1, 2025 through June 30, 2026.

II. SALARY

Effective October 1, 2025, PSSU employees shall receive a three percent (3%) salary increase.

III. MEDICAL CONTRIBUTION

Effective October 1, 2025, PSSU employees shall pay an additional one percent (1%) towards their medical contributions.

IV. POSITION RECLASSIFICATIONS

Effective the next full pay period upon both ratification and adoption by the City Council, or as soon thereafter as possible, the following PSSU positions will be reclassified:

Records Clerk to Records Specialist  
Senior Records Clerk to Records Supervisor  
Senior Dispatcher to Assistant Communication Dispatch Supervisor

V. SALARY ADJUSTMENT

Effective the next full pay period upon both ratification and adoption by the City Council, or as soon thereafter as possible, the following PSSU positions will be adjusted:

Records Specialist (Range 161 to Range 166)  
Records Supervisor (Range 166 to Range 181)  
Communications Dispatch (Range 171 to Range 176)  
Assistant Communications Supervisor (Range 176 to Range 181)  
Communications Supervisor (Range 195 to Range 196)

VI. UNIFORM ALLOWANCE

Effective the next full pay period upon both ratification and adoption by the City Council, PSSU's Uniform Allowance shall be paid in 24 equal installments.

Uniform Allowance for Code Enforcement Officers shall be increased from \$1,000 to \$1,200, which includes boot allowance.

Fire Inspector shall be added to the list of classifications eligible to receive Uniform Allowance of \$1,200, which includes boot allowance.

VII. EXPERIENCE PAY

Effective the next full pay period upon both ratification and adoption by the City Council, the experience pay for PSSU shall be amended to include the following:

2.5% 25 years of Communications Dispatcher experience

VIII. CERTIFICATION INCENTIVES

Effective the next full pay period upon both ratification and adoption by the City Council, the following certification incentives shall be added for the following PSSU positions if it is beneficial to the City in its operations and is approved by the department head:

Crime Analyst Position

2.5% International Association of Law Enforcement Intelligence Analyst  
Criminal Intelligence Certified Analyst

2.5% International Association of Crime Analyst Law Enforcement  
Certified Law Enforcement Analyst

Code Enforcement/Fire Inspector Position

2% Certified Fire Investigation

2% Certified Fire Plans Examiner

2% Notary Pay

Compensation to PSSU employees who obtain and maintain a notary public certificate from the State of California.

7% Facility Dog

IX. 2026/2027 NEGOTIATIONS

Labor Negotiations for the 2026/2027 fiscal year shall begin no later than March 1, 2026.

X. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

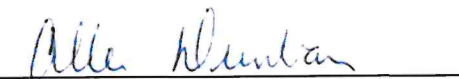
All other terms and conditions previously negotiated and subsequently approved and implemented by the appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PSSU.

Executed this 14 day of August, 2025.

FOR THE CITY OF PORTERVILLE:

  
\_\_\_\_\_  
Richard Tree  
Interim City Manager

FOR THE PORTERVILLE SAFETY SUPPORT UNIT:

  
\_\_\_\_\_  
Allen Dunbar  
PSSU Lead Negotiator



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of a Memorandum of Understanding with the Porterville City Employees Association

**SOURCE:** Administrative Services

**COMMENT:** The City of Porterville and the Porterville City Employees Association (PCEA) have completed the meet-and-confer process to negotiate a successor MOU. The agreement covers the one-year term beginning July 1, 2025, and ending June 30, 2026. It includes a salary increase of three percent (3%) effective October 1, 2025, and an additional one percent (1%) employee contribution toward medical premiums beginning the same date.

The agreement establishes a Commercial Driver's License incentive of three percent (3%) of base salary for eligible employees who attain and retain a Class A or B license, subject to Department Head approval. It expands stand-by and on-call provisions for all PCEA classifications and increases stand-by pay from \$10.00 to \$25.00 per shift. The agreement also adjusts the salary range for the Field Services Worker II classification from Range 168 to Range 170 and the Parks Maintenance Worker I classification from Range 153 to Range 158. Finally, the agreement specifies that negotiations for the 2026/2027 contract will begin no later than March 1, 2026.

All other previously negotiated benefits and working conditions remain in effect unless specifically modified in the new agreement. This MOU reflects the final agreement reached through good faith negotiations and is intended to maintain competitive compensation while ensuring fiscal responsibility and supporting the City's recruitment and retention efforts.

**RECOMMENDATION:** That the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of Porterville and the Porterville City Employees Association (PCEA) for the period of July 1, 2025, through June 30, 2026, as outlined in the attached draft Resolution and Exhibit A.
2. Adopt the draft Resolution amending the Employee Pay and Benefit Plan for employees holding positions represented by

PCEA; and

3. Authorize the Interim City Manager to execute the agreement and any documents necessary to implement the provisions herein, pending final approval by the City Attorney.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - PCEA MOU

Appropriated/Funded:

Review By:

Department Director:

Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager



**RESOLUTION NO. \_\_\_\_\_-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN  
FOR THE PORTERVILLE CITY EMPLOYEES ASSOCIATION**

**WHEREAS**, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

**WHEREAS**, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

**WHEREAS**, there has been concurrence on amendments to the Memorandum of Understanding ("MOU") with the Porterville City Employees Association ("PCEA") for the period from July 1, 2025, through June 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Porterville that the Memorandum of Understanding between the City of Porterville and the PCEA, attached hereto as Exhibit A, is hereby ratified; and the Employee Pay and Benefit Plan, for employees holding positions represented by PCEA, is hereby amended as detailed in the attached MOU.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of August 2025.

---

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: \_\_\_\_\_

Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PORTERVILLE

AND

PORTERVILLE CITY EMPLOYEE ASSOCIATION

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville and the Porterville City Employee Association have met and conferred with, and have reached concurrences on the following items:

- I. TERM  
One (1) year, from July 1, 2025 through June 30, 2026.
- II. SALARY  
Effective October 1, 2025, PCEA employees shall receive a three percent (3%) salary increase.
- III. MEDICAL CONTRIBUTION  
Effective October 1, 2025, PCEA employees shall pay an additional one percent (1%) towards their medical contributions.
- IV. Commercial Driver's License  
Effective the next full pay period upon both ratification and adoption by the City Council, Subject to Department Head's approval and if applicable to the job classification, PCEA employees are eligible to receive incentive pay of 3% of base salary to attain and retain a Class A or B Driver's License.
- V. STAND-BY/ON CALL  
Effective the next full pay period upon both ratification and adoption by the City Council, the Employee Pay & Benefit Plan stand-by and call back should be amended to include all PCEA classifications.  
  
Stand-by compensation shall be increased from \$10.00 to \$25.00 per shift for PCEA employees.
- VI. ADJUSTMENTS TO POSITION PAY PLAN  
Effective the next full pay period upon both ratification and adoption by the City Council, or as soon thereafter as possible, salaries for the following positions shall be adjusted as follows:

Field Services Worker II: Range 168 to Range 170

Parks Maintenance Worker I: From Range 153 to Range 158

VII. 2026/2027 NEGOTIATIONS

Labor Negotiations for the 2026/2027 fiscal year shall begin no later than March 1, 2026.

VIII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by the appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PCEA.

Executed this 14 day of August, 2025.

FOR THE CITY OF PORTERVILLE:

  
\_\_\_\_\_  
Richard Tree  
Interim City Manager

FOR THE PORTERVILLE CITY EMPLOYEE ASSOCIATION:

  
\_\_\_\_\_  
Allen Dunbar  
PCEA Lead Negotiator



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Approval of a Memorandum of Understanding Between the City of Porterville and the Management & Confidential Series

**SOURCE:** Administrative Services

**COMMENT:** The City of Porterville and representatives of the Management & Confidential Series (MCS) have met and conferred in accordance with the Meyers-Milias-Brown Act (MMBA), Government Code Section 3500 et seq., and have reached a tentative agreement for a successor Memorandum of Understanding (MOU).

The proposed MOU is for a one-year term, effective July 1, 2025, through June 30, 2026. Key provisions include a three percent (3%) salary increase effective October 1, 2025, and an increase of one percent (1%) in employee medical contributions. The agreement also recognizes Christmas Eve as a municipal holiday, removes the annual cap on Family Sick Leave, and adjusts various incentive pays, including bilingual and fitness incentives.

Additionally, the MOU updates certificate pay incentives, removes outdated certifications, and introduces new certificate pay opportunities for eligible classifications. Health benefits will be expanded to cover ultrasound exams as an alternative to mammograms when recommended by a physician and chosen by the patient without prior authorization.

The agreement includes provisions for Commercial Driver's License incentive pay, as well as updates to negotiation timelines for the 2026/2027 fiscal year.

All other previously negotiated benefits and working conditions remain in effect unless specifically modified in the new agreement. This MOU reflects the final agreement reached through good faith negotiations and is intended to maintain competitive compensation while ensuring fiscal responsibility and supporting the City's recruitment and retention efforts.

**RECOMMENDATION:** That the City Council:

1. Approve the proposed Memorandum of Understanding between the City of Porterville and the Management & Confidential Series for the term July 1, 2025, through June 30,

- 2026, as outlined in the attached draft Resolution and Exhibit A.
2. Adopt the draft Resolution ratifying the MOU and amending the Employee Pay and Benefit Plan for positions represented by MCS; and
  3. Authorize the Interim City Manager to execute the agreement and all documents necessary to implement its provisions.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - MCS MOU

Appropriated/Funded:

Review By:

Department Director:  
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

**RESOLUTION NO. \_\_\_\_\_-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN  
FOR THE MANAGEMENT & CONFIDENTIAL SERIES**

**WHEREAS**, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

**WHEREAS**, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

**WHEREAS**, there has been concurrence on amendments to the Memorandum of Understanding ("MOU") with the Management & Confidential Series ("MCS") for the period from July 1, 2025, through June 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Porterville that the Memorandum of Understanding between the City of Porterville and the MCS, attached hereto as Exhibit A, is hereby ratified; and the Employee Pay and Benefit Plan, for employees holding positions represented by MCS, is hereby amended as detailed in the attached MOU.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

**PASSED, APPROVED AND ADOPTED** this 19<sup>th</sup> day of August 2025.

---

Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: \_\_\_\_\_

Fernando Gabriel-Moraga,  
Chief Deputy City Clerk

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

## CITY OF PORTERVILLE

## AND

## MANAGEMENT & CONFIDENTIAL SERIES

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville and the Management & Confidential Series have met and conferred with, and have reached concurrences on the following items:

- I. TERM  
One (1) year, from July 1, 2025 through June 30, 2026.
- II. SALARY  
Effective October 1, 2025, MCS employees shall receive a three percent (3%) salary increase.
- III. MEDICAL CONTRIBUTION  
Effective October 1, 2025, MCS employees shall pay an additional one percent (1%) towards their medical contributions.
- IV. HOLIDAYS  
Effective immediately, the Employee Pay & Benefit Plan shall be amended to add Christmas Eve (December 24th) as a recognized municipal holiday for which city offices shall be closed.
- V. FAMILY SICK LEAVE  
Effective immediately, Family Sick Leave shall no longer have an annual cap.
- VI. COMMERCIAL DRIVER'S LICENSE  
Effective the next full pay period upon both ratification and adoption by the City Council, Subject to Department Head's approval and if applicable to the job classification, MCS employees are eligible to receive incentive pay of 3% of base salary to attain and retain a Class A or B Driver's License.
- VII. CERTIFICATE PAY  
Effective the next full pay period upon both ratification and adoption by the City Council, the following certificates should be amended to the following:  
  
Certified Access Specialist (CASp) increase from 2% to 3%  
  
Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) increase from 2% to 3%

Qualified Stormwater Pollution Prevention Plan Developer (QSD) increase from 2% to 3%

**The following certificates incentives shall be added for MCS members:**

2% Transit and Paratransit Management Certificate

2% Airport Certified Employee – Safety Management Systems

2% Cross Connection Control Specialist Certificate

2% Backflow Testing Certification

2% Accredited California Economic Developer Certificate (ACE)

2% Certified Administrator Self-Study eLearning Training – Central Endpoint & Server & Certified Administrator Self- Study eLearning Training (must have both certificates to receive incentive)

**Cisco Certifications:**

1% Certified Support Technician (CCST) Networking

3% Certified Network Associate (CCNA) - Only eligible upon completion of the Technician and Associate certifications.

**The following certificates shall be removed from the MCS certificate pay:**

Microsoft Certified Solutions Expert Certificate (MCSE)

Microsoft Certified Solutions Associate Certificate (MSCA)

AWS Solutions Architect Certificate

**VIII. HEALTH BENEFITS**

Effective the next full pay period upon both ratification and adoption by the City Council, or as soon thereafter, health benefits shall be updated to provide coverage for ultrasound exams as an alternative to mammograms, when recommended by a physician and chosen by the patient, without requiring prior authorization.



IX. BILINGUAL DIFFERENTIAL

Effective the next full pay period upon both ratification and adoption by the City Council, the bilingual differential shall be increased in the following:

Occasional translation compensation: from \$20 to \$40 per month

Bilingual compensation: from \$40 to \$80 per month

Bi-literate compensation: from \$80 to \$160 per month

X. FITNESS INCENTIVE

Effective the next full pay period upon both ratification and adoption by the City Council, the fitness incentive shall be increased from \$30/\$40/\$50 to \$60/\$80/\$100, no change to the monthly workout times.

XI. 2026/2027 NEGOTIATIONS

Labor Negotiations for the 2026/2027 fiscal year shall begin no later than March 1, 2026.

XII. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by the appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and MCS.

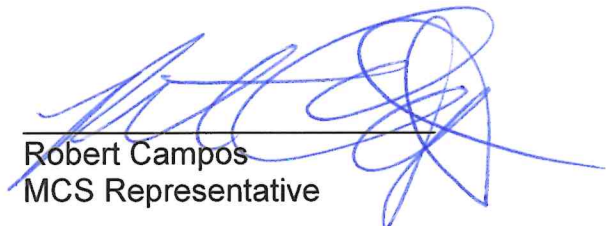
Executed this 14 day of August, 2025.

FOR THE CITY OF PORTERVILLE:

  
Richard Tree  
Interim City Manager

FOR THE MANAGEMENT & CONFIDENTIAL SERIES:

  
Sarah Weaver  
MCS Representative

  
Robert Campos  
MCS Representative



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Public Hearing and Approval of Vesting Tentative Parcel Map 2025-001 and Conditional Use Permit PRC 2024-025-C

**SOURCE:** Community Development

**COMMENT:** The Project Review Committee reviewed PRC 2024-025, a proposal to subdivide a 0.95± acre parcel at 905 S. Wisconsin St. (APN 268-080-029) into four parcels. Parcel 1 would be 10,453± square feet, Parcel 2 would be 11,654± square feet, Parcel 3 would be 11,196± square feet, and Parcel 4 would be 11,596± square feet. The site is zoned RS-2 (Low Density Residential) with a General Plan designation of Low Density Residential, and the proposed Vesting Tentative Parcel Map (VTPM) is consistent with this designation.

Two existing residential units will remain on Parcel 2 and Parcel 4. The VTPM meets the Porterville Development Ordinance (PDO) standards for lot area, width, and depth in the RS-2 zone. However, PDO Section 407.03(h) requires each lot to have street frontage. Parcels 1 and 3 would not, so the applicant is requesting a Conditional Use Permit (CUP) under PDO Section 400.05 to vary from this requirement.

The RS-2 zone allows single-family homes at a density of 7.5 units per net acre, along with compatible public and semi-public uses. The proposed land division supports General Plan policies encouraging efficient infill development, and any future development will be subject to PDO requirements.

On July 1, 2025, the Environmental Coordinator determined the project is exempt from the California Environmental Quality Act (CEQA) under Section 15315, Minor Land Divisions.

**RECOMMENDATION:** That the City Council:

1. Hold a Public Hearing to receive public comments;
2. Find the project exempt from CEQA pursuant to Section 15315 – Minor Land Divisions;
3. Adopt the draft resolution approving Vesting Tentative Parcel Map 2025-001, subject to conditions of approval; and
4. Adopt the draft resolution approving Conditional Use Permit

PRC 2024-025-C, subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Ramos VTPM

Appropriated/Funded:

Review By:

Department Director:  
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

**RESOLUTION NO. \_\_\_\_-2025**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS**  
**AND CONDITIONS IN SUPPORT OF VESTING TENTATIVE PARCEL MAP NO. 2025-002 AND**  
**CONDITIONAL USE PERMIT (PRC 2024-025-C), AUTHORIZING THE RESIDENTIAL VESTING**  
**TENTATIVE PARCEL MAP PROPOSING LOTS WITHOUT STREET FRONTAGE, LOCATED AT 905 S**  
**WISCONSIN STREET**

**WHEREAS:** The City Council of the City of Porterville, at its regular scheduled meeting of August 19, 2025, conducted a public hearing to consider Vesting Tentative Parcel Map No. 2025-002 and Conditional Use Permit (PRC 2024-025-C), which proposes to divide Assessor's Parcel Number 268-080-029, containing a total of 0.95± acre parcel, into four (4) parcels;

**WHEREAS:** On August 8, 2025, a notice was published in *The Porterville Recorder* setting the date, and place of a public hearing for Tuesday, August 19, 2025 and similar notices were sent to owners of property within 300 feet radius of the site and posted at City Hall and the City's website announcing the same; and

**WHEREAS:** Vesting Tentative Parcel Map No. 2025-002, which proposes to divide Assessor's Parcel Number 268-080-029, containing a total of 0.95± acre lot, into four (4) parcels, with parcel 1 and parcel 3 of the tentative parcel map does not have frontage on a public street, said frontage required pursuant to Porterville Development Ordinance (PDO) Section 407.03(h)(4);

| <u>Parcel 1</u> | <u>Parcel 2</u> | <u>Parcel 3</u> | <u>Parcel 4</u> |
|-----------------|-----------------|-----------------|-----------------|
| 10,453 SF       | 11,654 SF       | 11,196 SF       | 11,596 SF       |

**WHEREAS:** PDO Section 400.05 provides an avenue by which the City Council, upon making necessary findings, may vary the requirements for land division applications by approval of a Conditional Use Permit; and

**WHEREAS:** Conditional Use Permit (PRC 2024-025-C) to allow the approval of a tentative map consisting of lots without a street frontage; and

**WHEREAS:** On July 1, 2025, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 15315 Minor Land Division for the land division, said preliminary determination based on the requisite criteria and substantiated in the record:

1. The project consists of a division of property in urbanized areas zoned for commercial use into four or fewer parcels;
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
3. The site can be adequately served by all required utilities and public services; and

4. The parcel was not involved in a division of a larger parcel within the previous 2 years.

**WHEREAS:** The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit and said Vesting Tentative Parcel Map; and

**WHEREAS:** The City Council made the following findings pursuant to PDO Section 400.05, the evidence for said findings substantiated in the record:

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.

**WHEREAS:** The City Council made the following findings pursuant to PDO Section 400.04, the evidence for said findings substantiated in the record:

1. That the proposed map is consistent with the general plan.
2. That the design or improvement of the proposed subdivision is consistent with the general plan.
3. That the site is physically suitable for the type of development.
4. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. That the design of the subdivision or type of improvements is not likely to cause serious public health problems.
6. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

**WHEREAS:** The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

**WHEREAS:** The City Council made the following findings:

1. That 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.

- LU-G-1: Promote a sustainable balanced land use pattern that responds to existing needs and future needs of the city.
- ED-G-2: Retain, improve, and promote existing businesses in Porterville.
- ED-G-5: Retain existing local businesses and foster local start-ups.
- ED-G-7: Create an image for Porterville that will attract and retain economic activity.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

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

1. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15315, Minor Land Division and Section 15303 New Construction or Conversion of Small Structures.
2. Comply with all comments outlined in the PRC Comments provided for PRC 2024-025.
3. Vesting Tentative Parcel Map No. 2025-002 is hereby approved subject to the following conditions:
  - a. Vesting Tentative Parcel Map No. 2025-002 shall be valid for a period of 24 months from the date of its conditional approval. Extensions to this period may be requested pursuant to Section 66453.3 of the Subdivision Map Act. Prior to expiration of the tentative map, the subdivider may submit a final parcel map prepared in accordance with Chapter 2, Article 3 of the Subdivision Map Act by a California-licensed land surveyor or civil engineer qualified to perform such service.
4. The Parcel Map submittal shall include parcel closures and a preliminary title report dated no more than thirty (30) days prior to submission to the City Engineer. Copies of all easement documents referenced in the preliminary title report shall accompany the submittal.
5. The developer/applicant shall record easements for ingress, egress, parking and public utilities between divided parcels.

**PASSED, APPROVED, and ADOPTED** this 19<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Greg Meister, Mayor

ATTEST:  
Richard Tree, Acting City Clerk

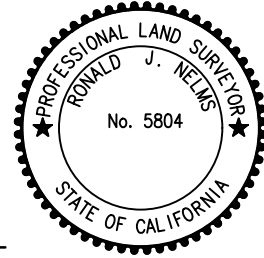
By \_\_\_\_\_  
Fernando Gabriel-Moraga, Chief Deputy City Clerk



VESTING TENTATIVE PARCEL MAP NO. ---  
BEING A DIVISION OF A PORTION OF LOT 15 OF TRACT NO. 19 VICTORY GARDEN ACRES AS PER MAP  
RECORDED IN VOLUME 19 OF MAPS AT PAGE 53 TULARE COUNTY RECORDS. ALSO BEING A PORTION OF  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 27  
EAST, M.D.M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME UNDER MY DIRECTION AND IS BASED ON A  
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENT OF THE SUBDIVISION  
MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FEDERICO RAMOS ON  
DECEMBER 1ST, 2024. I HEREBY STATE THAT THIS PARCEL MAP  
SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP, IF ANY, AND  
THAT ALL MONUMENTS ARE OF THE SURVEY TO BE RETRACTED.



RONALD J. NELMS P.L.S. 5804

DATE:

PREPARED BY:  
NELMS SURVEYING, INC.  
332 E. NORRIS ROAD - SUITE 4  
BAKERSFIELD, CA. 93308  
PHONE# 661-399-9006  
JOB# 243359

PREPARED FOR:  
FEDERICO RAMOS  
P.O. BOX 10414  
TERRA BELLA, CALIFORNIA 93270

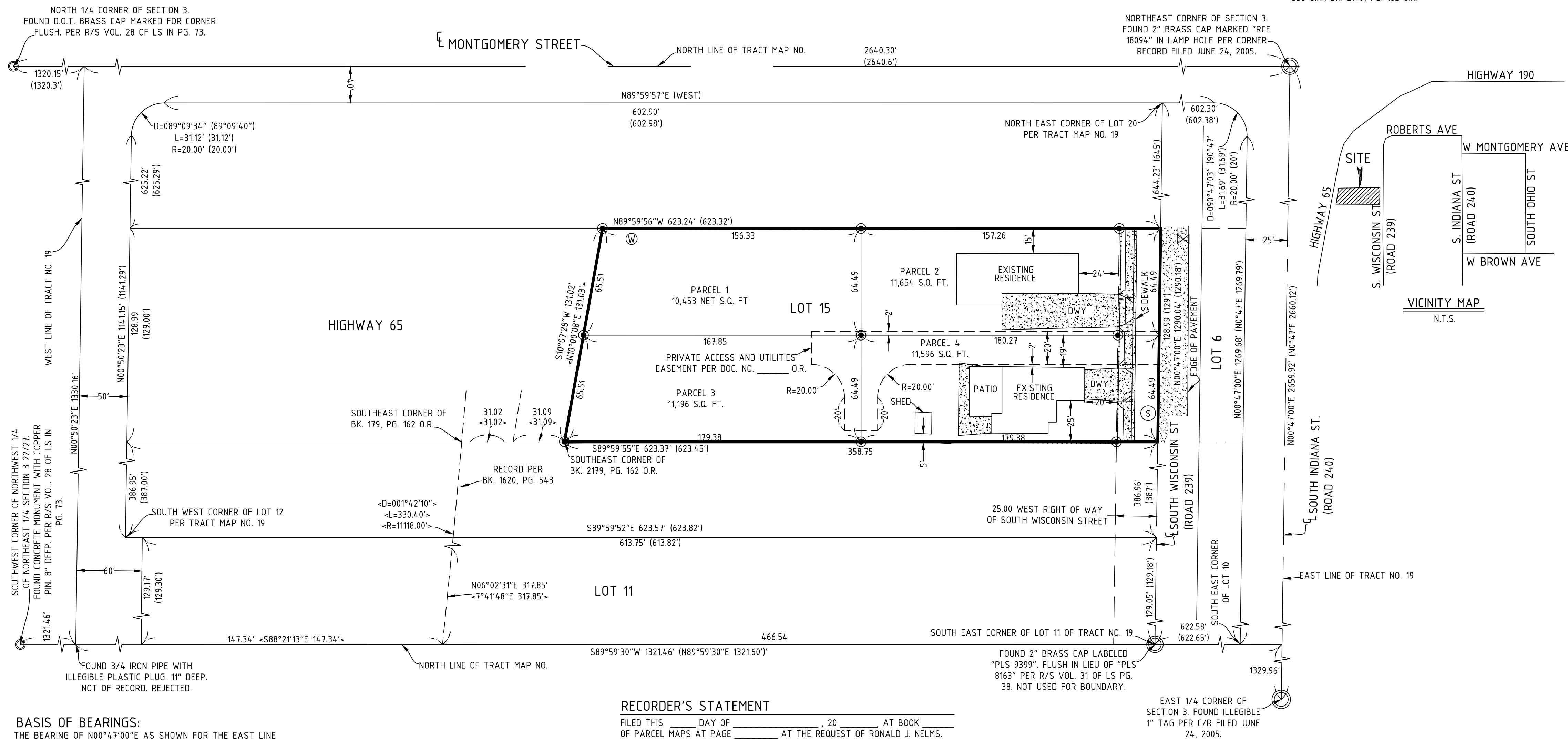
NARRATIVE:

OWNER: ROBERTO RAMOS CISNEROS  
ADDRESS: P.O. BOX 10414, TERRA BELLA CA, 93270  
TOTAL PROJECT AREA: 1.03 ACRES GROSS  
GENERAL LAND USE: SINGLE FAMILY RESIDENTIAL  
CITY ZONING: RS-2 (LOW DENSITY RESIDENTIAL) (6,000 FT. MINIMUM)  
FLOOD ZONE: X  
A.P.N.: 268-080-029  
WATER: WELL  
SEWER: CITY SEWER  
IMPROVEMENTS: N/A

LEGEND

- FOUND MONUMENT AS NOTED
- SET 2" IP L.S. 5804
- BK. BOOK
- O.R. OFFICIAL RECORD
- PG. PAGE
- L.S. LICENSED SURVEYOR
- VOL. VOLUME
- SEWER MANHOLE
- WELL
- WATER VALVE
- RECORD PER TRACT NO. 19 VOL. 19 OF MAPS PG. 53
- RECORD PER BK. 1620, PG. 543 O.R., BK. 2915, PG. 536 O.R., BK. 2179, PG. 162 O.R.

1" = 40'



BASIS OF BEARINGS:

THE BEARING OF N00°47'00"E AS SHOWN FOR THE EAST LINE  
OF TRACT NO. 19 RECORDED IN VOLUME 19 OF MAPS, PAGE 53  
LOCATED AT THE TULARE COUNTY RECORDERS OFFICE WAS  
USED FOR THE BASIS OF BEARINGS FOR THIS MAP

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_ AT BOOK \_\_\_\_\_  
OF PARCEL MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF RONALD J. NELMS.

TARA K. FREITAS  
ASSESSOR/RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

EAST 1/4 CORNER OF  
SECTION 3 FOUND ILLEGIBLE  
1" TAG PER C/R FILED JUNE  
24, 2005.





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Second Reading - Ordinance No. 1915, Amending Chapter 17, Article XV, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets

**SOURCE:** City Attorney

**COMMENT:** Ordinance No. 1915, an Ordinance of the City Council of the City of Porterville, Chapter 17, Article XV, Section 17-15 of the City of Porterville Municipal Code, Prima Facie Speed Limits Determined on Certain Streets, was given first reading on August 5, 2025, and has been printed.

**RECOMMENDATION:** That the City Council give Second Reading to Ordinance No. 1915, waive further reading, and adopt said Ordinance.

**ATTACHMENTS:** 1. Ordinance No. 1915

**Appropriated/Funded:**

**Review By:**

Department Director:  
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

## **ORDINANCE NO. 1915**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17- 15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN STREETS, OF THE PORTERVILLE MUNICIPAL CODE**

**WHEREAS:** State Assembly Bill No. 34 was filed with the Secretary of State October 8, 2021; and

**WHEREAS:** Section 22358.7 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to determine and declare a prima facie speed limit that is reduced up to an additional five miles per hour if the speed from the survey is more than is reasonable or safe an adjacent to land or facilities that may generate high concentrations of bicyclists or pedestrians: and

**WHEREAS:** Section 22358.8 of the Vehicle Code allows the local authority, after completing an engineering and traffic survey, to restore the immediately prior speed limit if that speed limit was established with an engineering and traffic survey and a registered engineer has evaluated the section of highway and determined that no additional general-purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit: and

**WHEREAS:** The Porterville Police Department completed a city-wide speed survey at the end of 2020 on major corridors (arterial and collectors) within the City of Porterville and those streets within Tulare County where agreements dictate Porterville's authority to post speed limits; and

**WHEREAS:** Engineering staff has evaluated the speed surveys provided by the Police Department, calculated the 85<sup>th</sup> percentile speeds, and has prepared Engineering and Traffic Surveys as required by the California Vehicle Code to determine necessary amendments to *prima facie speeds* in the Porterville Municipal Code; and

**WHEREAS:** The City Engineer has evaluated the sections of Westwood Street beginning at the Tule River and ending at Henderson Avenue and found that the area includes businesses, a church, school, and large number of residential homes that would potentially generate a large concentration of bicyclists and pedestrians necessitating a reduction in posted speed limits in the area.

**NOW, THEREFORE, BE IT ORDAINED:** That the City Council of Porterville does ordain as follows:

Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, of the Code of the City of Porterville is hereby amended to incorporate the following changes:

| Street      | Survey Area        | Posted Speed (MPH) | 85 <sup>th</sup> Percentile (MPH) | New Posted Speed Limited (MPH) |
|-------------|--------------------|--------------------|-----------------------------------|--------------------------------|
| Westwood St | Tule River to Vine | 45                 | 51                                | 45                             |
| Westwood St | Vine to Olive      | 45                 | 44                                | 35                             |
| Westwood St | Olive to Henderson | 40                 | 44                                | 35                             |

This ordinance and code amendment shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, ADOPTED and APPROVED this 19th day of August, 2025.

\_\_\_\_\_  
Greg Meister, Mayor

ATTEST:  
Richard Tree, Interim City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga,  
Chief Deputy City Clerk



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Second Reading - Ordinance No. 1916, Amending Article 611 of Chapter 21 ("Development Code"), Series 600 Concerning Environmental Review Procedures and Preparation of Environmental Documents by Consultants

**SOURCE:** City Attorney

**COMMENT:** Ordinance No. 1916, an Ordinance of the City Council of the City of Porterville, amending Article 611 of Chapter 21 ("Development Code"), Series 600 Concerning Environmental Review Procedures and Preparation of Environmental Documents by Consultants, was given first reading on August 5, 2025, and has been printed.

**RECOMMENDATION:** That the City Council give Second Reading to Ordinance No. 1916, waive further reading, and adopt said Ordinance.

**ATTACHMENTS:** 1. Ordinance No. 1916

**Appropriated/Funded:**

**Review By:**

Department Director:  
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager

## **ORDINANCE NO. 1916**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE 611 OF CHAPTER 21 ("DEVELOPMENT CODE"), SERIES 600 CONCERNING ENVIRONMENTAL REVIEW PROCEDURES AND PREPARATION OF ENVIRONMENTAL DOCUMENTS BY CONSULTANTS**

WHEREAS, the City of Porterville ("City") desires to provide additional flexibilities and options to development applicants in its procedures implementing the California Environmental Quality Act, in order to streamline and provide efficiencies in the environmental review process;

**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. SECTION 611.02 OF CHAPTER 21, SERIES 600, ARTICLE 611 AMENDED.** Section 611.02 (entitled "Procedures") of Article 611, Series 600, Chapter 21, is hereby amended as follows:

#### **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 (EIR). Further, in concert with the requirements of an applicable federal agency(ies), 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 article 612, "Appeals", of this series.
- 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 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.
- I. The project applicant shall be responsible for the full cost of the environmental review process. If the city planning division is unable to prepare an environmental document or technical study for a public or private project, a qualified consultant shall be contracted 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. For preparation of environmental review documents, including preparation by consultants, further selection procedures including qualifications and other criteria shall be set forth in policy(ies) adopted by Resolution.

**SECTION 3. SECTION 611.04 OF CHAPTER 21, SERIES 600, ARTICLE 600 REPEALED.** Section 611.04 (entitled "Preparation of Environmental Documents by Consultants") of Article 611, Series 600, Chapter 21, is hereby REPEALED in its entirety.

**SECTION 4. 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 5. 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 6. EFFECTIVE DATE.** The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

**SECTION 7. CONSTRUCTION.** The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

**SECTION 8. CEQA REVIEW.** The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment].

**SECTION 9. 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 19th day of August, 2025.

\_\_\_\_\_  
Greg Meister, Mayor

ATTEST:

Richard Tree, Interim City Clerk

By: \_\_\_\_\_  
Fernando Gabriel-Moraga,  
Chief Deputy City Clerk



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Eastern Tule Groundwater Sustainability Agency Committee Vacancy

**SOURCE:** Administrative Services

**COMMENT:** The Eastern Tule Groundwater Sustainability Agency (ETGSA) was formed to implement the Sustainable Groundwater Management Act (SGMA), which was adopted into California State Law in September 2014. The committee meets monthly on the first Thursday at 2:00 PM in the Porterville City Hall Council Chambers. Currently, Council Member Green serves as the City's member on the ETGSA Committee. Michael Knight had served as the City's alternate on the committee since July 16, 2019. Mr. Knight's recent departure from the City has created a vacancy on the committee to serve as the City of Porterville's alternate.

**RECOMMENDATION:** That the City Council consider appointing someone to serve as the City of Porterville's alternate on the Eastern Tule Groundwater Sustainability Agency Committee.

**ATTACHMENTS:**

**Appropriated/Funded:**

**Review By:**

Department Director:  
Yuliana Andrade, Administrative Services Director

Final Approver: Richard Tree, Interim City Manager





## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Comprehensive Review and Modernization of Article 305 – Signs of Porterville Development Ordinance

**SOURCE:** Community Development

**COMMENT:** At its meeting on June 17, 2025, the City Council reviewed Article 305 – Signs of the Porterville Development Ordinance (PDO) and provided direction to amend specific sections of the ordinance. Council directed staff to form a staff-led working group to identify additional opportunities to ease regulatory requirements, engage stakeholders for feedback, and return with proposed revisions and an implementation schedule for Council consideration.

The City's Sign Ordinance, originally adopted to regulate the placement, size, and appearance of signs, has been updated to streamline requirements and reduce unnecessary regulation. The proposed revisions retain only those provisions necessary to protect public safety, health, and life. This includes ensuring that signs do not obstruct visibility for vehicles and pedestrians, are structurally sound, do not block emergency access, and avoid hazards from lighting or placement. All other provisions unrelated to these core safety priorities have been removed or simplified to reduce the regulatory burden on property owners and businesses.

The revisions also reduce restrictions in several key areas. For example, permit requirements for certain temporary and incidental signs have been eliminated, allowances for wall and monument sign placement have been expanded, outdated size and height limitations have been consolidated, the banner approval process has been simplified, and flexibility has been added for business identification during changes in occupancy. These updates strike a balance between safeguarding the community and fostering a more business-friendly regulatory environment that supports economic activity.

Staff is seeking City Council's feedback on the proposed ordinance language and direction on whether to proceed with scheduling a public hearing for adoption.

**RECOMMENDATION:** That the City Council:

1. Provide feedback on the proposed updates to the Sign Ordinance; and
2. Provide direction to staff, up to and including scheduling a public hearing for adoption.

ATTACHMENTS:

1. Clean Copy of Redline
2. Chapter 305 Signs - Redline Draft
3. Current Chapter 305 Signs

Appropriated/Funded:

Review By:

Department Director:  
Claudia Calderon, Community Development Director

Final Approver: Richard Tree, Interim City Manager

## **Chapter 305    Signs**

---

### Sections:

|        |                                              |
|--------|----------------------------------------------|
| 305.01 | Purpose                                      |
| 305.02 | Policies                                     |
| 305.03 | Applicability                                |
| 305.04 | Design Principles                            |
| 305.05 | Exempt Signs                                 |
| 305.06 | Prohibited Signs                             |
| 305.07 | General Standards                            |
| 305.08 | Sign Standards for Residential Districts     |
| 305.09 | Sign Standards for Non-Residential Districts |
| 305.10 | Standards for Specific Types of Signs        |
| 305.11 | 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 clear and reasonable 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 right of each individual, business, firm or corporation to identify its residence, business, or service. At the same time, they acknowledge that the indiscriminate erection, placement, illumination, color, size, and lack of proper maintenance of signs and advertising structures may create conditions affect public safety or property values. Specifically, these regulations are intended to:

- (a)    Ensure signs and advertising structures are designed, erected, and maintained in a manner that supports effective communication and avoids obstructing the visibility of nearby or adjacent signs;
- (b)    Prohibit the installation and maintenance of signs or advertising structures that create unsafe distractions for motorists or interfere with visibility of traffic signs, signals, safe vehicle movement;
- (c)    Prevent the installation and maintenance of signs or advertising structures, that individually or collectively, negatively impact the city's economic health;
- (d)    Ensure that the size and location of signs and advertising structures do not interfere with fire protection or emergency response efforts, and do not create safety hazards for vehicle or pedestrian traffic, particularly in cases of structural failure during severe weather or earthquakes, or due to impaired visibility; and
- (e)    Protect public health and safety and promote general welfare.

## 305.02 Policies

The policies and principles stated in this Section apply to all signs regulated under this Chapter and to all related procedures. These policies take precedence over any conflicting provisions, even if those provisions appear more specific.

- (a) **Permit Requirement.** Unless expressly exempted by this Chapter or by other applicable law a Building Permit is required only for Signs that are subject to review by the Building Department. All other signs regulated by this Chapter may be displayed without a permit unless otherwise specified. If the sign requires such permit it may be displayed only with a valid 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 for noncommercial messages and viewpoint neutral for commercial messages.
- (c) **Regulatory Interpretations.** All regulatory interpretations of this Chapter shall be made in accordance with the City's message neutrality policy. If a proposed sign type is not expressly allowed or prohibited by this Chapter, or if a sign does not meet the definition of a "structure" under the Building Code, the Zoning Administrator shall review the application based on the most comparable regulated sign type and determine whether to approve, conditionally approve, or deny the request using reasonable and consistent judgement.
- (d) **Substitution of Messages.** Subject to the property owner's consent, any noncommercial message may be substituted for another noncommercial message on a legally permitted or allowed sign, without requiring additional permits or approvals, provided that the sign structure or mounting device itself is lawful without regard to message content. This provision is intended to ensure treatment of noncommercial speech and to avoid any unintentional preference for commercial messages. This section does not permit an increase in the total number or area of signs on a parcel, authorize changes to the physical structure or location of a sign, or allow substitution of an off-site commercial message for an on-site commercial message. Changing one on-site commercial message to another may still require a permit if otherwise required by this Chapter.
- (e) **Rules for Non-communicative Aspects of Signs.** All regulations related to the physical characteristics of signs, including location, size, height, illumination, spacing, and orientation, remain fully enforceable regardless of message content and apply independently of the permitting or approval process.
- (f) **Situs of Non-commercial Message Signs.** The distinction between onsite and offsite signs applies only to commercial messages. Non-commercial messages are not subject to location-based restrictions under this Chapter.
- (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 person or entity holding legal title to the property, as well as anyone with a current right to possess, control, or use the property.

- (h) **Legal Nature of Signage Rights and Duties.** For all signs attached to property, whether real or personal, the rights, responsibilities, and obligations under this Chapter apply to and remain with the land or property where the sign is mounted or displayed. This provision does not change or affect laws related to fixtures, private lease terms about signage (so long as they do not conflict with this Chapter), or ownership of sign structures.
- (i) **Sign Programs.** Sign programs for specific developments, including special sign districts or overlay zones, may allow modifications to the rules in this Chapter related to size, height, number, illumination, spacing, orientation or other non-communication aspects of signs, subject to agreement between the private parties to comply with said program and if approved by the Approving Authority. However, no sign program may override or change the basic policies outlined in this Section. All provisions in this Section automatically apply to any sign program approved after the effective date of this ordinance.
- (j) **Severability.** If any section, sentence, clause, phrase, word, or provision of this Chapter is found to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect. The City Council affirms that it would have adopted this Chapter even without any part that may later be found invalid or unenforceable.

### **305.03           Applicability**

The requirements and development standards in this chapter apply to signs in every zoning district, unless a specific exception is stated.

### **305.04           Design Principles**

The City Council may choose to adopt design principles via resolution or via amendment of this ordinance. Criteria may include but are not limited to architectural compatibility, consistency with area character, legibility, finish, and visibility. Any such criteria may be applied throughout the city or to specific, delineated areas.

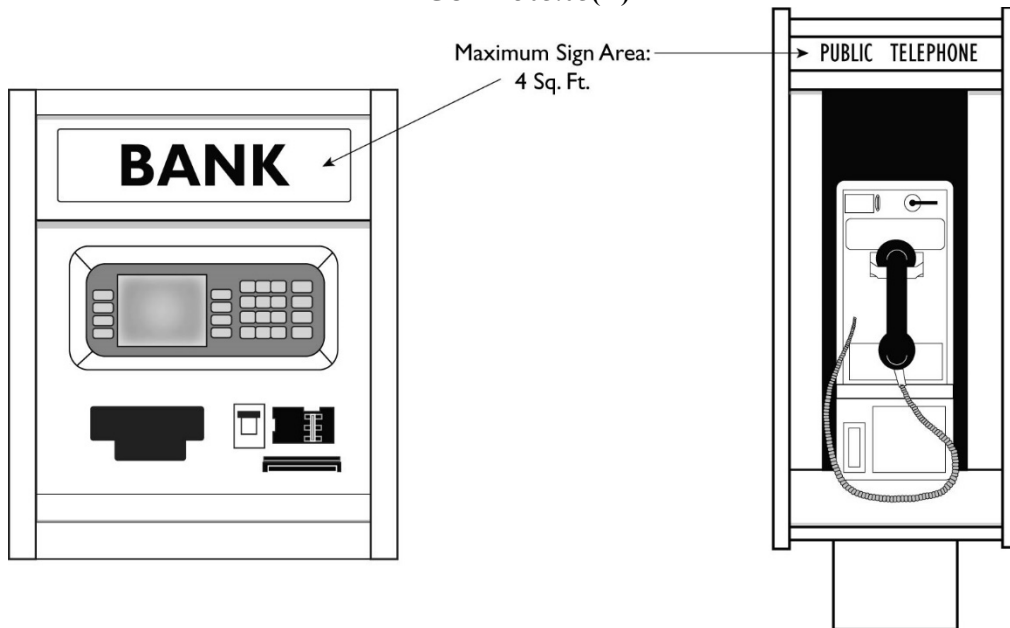
### **305.05           Exempt Signs**

The following signs are exempt from the permit requirements of this Chapter provided they meet the applicable standards and obtain a building permit if required by law.

- (a) **Government-Recognized Historical or Memorial Markers.** Signs installed by a civic organization recognized by the City Council, constructed of bronze, stone, or other durable, non-combustible materials, or permanently cut into a masonry surface, and used to identify historical or memorial buildings or sites.
- (b) **Temporary Business Transition Signs.** A temporary attachment or covering made of wood, plastic, canvas, or similar material may be placed over an existing permanent sign during a business transition, such as a change in ownership or remodeling. The temporary sign must not exceed the size of the previous sign and may be displayed for up to thirty (30) days after a change in ownership, or up to ninety (90) days following issuance of a building permit.

- (c) **Construction or Development Signs.** One (1) sign per street frontage is allowed on a property where construction, structural alteration, or repair is planned or underway. Each sign may not exceed thirty-two (32) square feet in area. Construction signs must be removed after final building inspection.
- (d) **Incorporated Product or Equipment Signs.** Signs not exceeding four (4) square feet in area that are built into equipment or displays by a manufacturer, distributor, or vendor are allowed. This includes signs on ATMs, gasoline pumps, vending machines, menu boards, and branded umbrellas, as illustrated in Figure 305.05(D).

**FIGURE 305.05(D)**



- (e) **Flags.** Noncommercial flags (e.g. national, State, civic, or organizational).
- (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) **Real Estate Sign.** One (1) on-site real estate sign per street frontage is allowed when a property is for sale, rent, or lease. Signs . Signs must be removed within five (5) days of the property being no longer listed or advertised for sale, lease, or rent.
- (h) **Window and Entry Signs.** Signs may be placed within six (6) feet of the building entrances for commercial, industrial, and office uses. In addition, government buildings may display shadowboxes.
- (i) **On-Site Directional or Informational Signs.** On-site signs are allowed for public or private developments provided they are not be otherwise prohibited or further regulated by this Chapter or any other provision of the Porterville Municipal Code. Uses with a drive-through service window may install one (1) additional sign under this exemption.

- (j) **Reader Panels.** Permanent reader panels are allowed for public, charitable, or religious institutions, provided they are located on the same property to which they pertain. These panels must be positioned so they do not create a hazard to vehicular or pedestrian traffic. Electronic reader boards are also allowed under this exemption if they comply with applicable zone requirements, do not include animation, flashing, or rapid movements, and display messages that change no more than once every three (3) seconds.
- (k) **Civic Event Sponsorship.** One sign per business that sponsors and contributes to sports activities held on public property may be placed at said property. The sign may be displayed for up to ninety (90) days before the event or season and must be removed within fifteen (15) days after the event or season concludes.
- (l) **Transit Advertising.** Bus stop shelter and bench advertisements authorized under the City's Transit Advertising Policy are exempt.
- (m) **City Welcome Signs.** Signs placed, owned, or funded by the City of Porterville may be installed around the periphery of the city limits at major transportation routes, either within public rights-of-way or on private property with the property owner's consent.

### 305.06 Prohibited Signs

The following types of signs and devices are prohibited due to safety concerns, regulatory conflicts, or negative community impacts:

- (a) **Billboards.** Any sign that advertises a business, service, or product not offered on the same property is prohibited, unless specifically allowed by the California Outdoor Advertising Act (Business and Professions Code Sections 5200-5486). A sign that promotes a brand name not considered a principal item for sale on the premises is also considered a prohibited billboard.
- (b) **Noise, Odor, and Emissions.** Signs that produce noise in violation of the City's Noise Ordinance contained in Article IX of this code, and signs that emit odor, visible smoke, vapor, or particles.
- (c) **Obscenities.** Signs that depict, describe or relate to "specified sexual activities" or "specified anatomical areas" as defined in Porterville Municipal Code Chapter 15, Article V, Section 15-43, Definitions.
- (d) **Obstructions to Exits.** Signs erected, constructed, or maintained in a way that obstruct firefighting equipment, fire escapes, required exits, or door openings intended for emergency ingress and/or egress.
- (e) **Obstructions to Driver Visibility.** Signs that interfere with visibility at driveways, intersections, or within corner cut-off areas, as defined in Section 300.16.
- (f) **Obstructions to Ventilation.** Signs that block or interfere with any opening required for natural or mechanical ventilation.

- (g) **Posters.** Posters of a temporary nature that are tacked, painted, pasted, or otherwise affixed and made visible from a public way on walls of buildings, barns, sheds, trees, fences, utility poles, or other structures, sidewalks, or patios are prohibited, except as otherwise provided in this Chapter. This section excludes signs placed in windows per Section 305.10 (e).
- (h) **Signs Creating Traffic Hazards.** Signs that simulate the color, size, or design of any traffic control sign, signal, or device, or use words, symbols or characters in a way that could mislead or confuses drivers or pedestrians, are prohibited. No sign, light, or advertising structure shall be placed in a location that creates a hazard to vehicular or pedestrian traffic, or that obstructs clear vision where its position, shape, color, or movement could interfere with, block the view of, or be mistaken for an authorized traffic control device.
- (i) **Private signs on public property.** Unless otherwise permitted by this code, private signs located on public lands, including public rights-of-way, parks, public buildings, storm drainage basins, and similar facilities, are prohibited. However, signs may be placed during an event that has an approved rental or reservation for the site. All such signs must be removed at the end of the reservation period.

### **305.07 General Standards**

This section establishes general standards and requirements for signage. More detailed standards for specific sign types, such as wall signs or awning signs, are provided in Section 305.10, Standards for Specific Sign Types. In addition to these general standards, all signs must comply with the specifications set forth in Municipal Code Chapter 3, Advertising and Signs.

- (a) **Abandoned Signs.** Any sign, including its supporting structure, that no longer identifies the current occupant after ninety (90) days shall be deemed abandoned and must be removed by the property owner. When a wall sign is removed, the wall surface behind it shall be repaired and painted to match the surrounding facade. Any abandoned signs not removed or made blank within this period shall be removed in accordance with the procedures established in this Chapter.
- (b) **Building Frontage.** Building frontage refers to the wall of a building that faces and runs roughly parallel to a public street, excluding alleys.
- (c) **Changeable Copy.** Changeable copy may cover up to one hundred (100) percent of a manually changeable sign and an electronic message center sign with copy that can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means.
- (d) **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.



(e) **Construction and Maintenance ±**

- (1) Unless exempt, signs and supporting structures shall be installed in accordance with the current 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.

(f) **Encroachment into Public Street or Sidewalk.** Any sign projecting into a public right of way requires an encroachment agreement approved by the City Engineer. Temporary signs such as A-frame/sandwich board signs as regulated under 305.10(f)(2) below are exempt from this requirement.

(g) **Illumination.** Channel letters, internally illuminated signs and neon signs are permitted. Due to glare and non-directional illumination, bare bulbs visible from the public right-of-way are prohibited. For 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.

(h) **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) Residential subdivisions are allowed one (1) monument sign or wall sign per street frontage for entry into the subdivision.
- (b) 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 or freestanding sign/

**305.09 Sign Standards for Non-Residential Districts**

Signage in non-residential districts may include one or more of the following types of signs: awning and canopy signs, marquee signs, projecting signs, wall signs, window signs, monument signs, freestanding signs, commercial center identification signs, and temporary,

portable A-frame, or sandwich board signs. Signs shall comply with the standards of Section 305.10.

### **305.10 Standards for Signs**

- (a) **Awning and Canopy Signs. Marquee Signs, Projecting Signs.** These signs are subject to the following standards:
  - (1) **Sign Clearance.** Minimum of eight (8) feet.
  - (2) **Projection.**
    - a. 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.
    - b. A projecting sign cannot extend more than three (3) feet from the building to which it is attached.
  - (3) **Visibility.** A projecting sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.
- (b) **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. No wall sign may cover wholly or partially any required wall opening. Wall signs are also subject to the following standards:
  - (1) **Projection.** Wall signs cannot extend more than twelve (12) inches beyond the face of the wall to which they are attached.
- (c) **Window Signs.** Window signs painted or otherwise adhered directly onto a window are exempt from the permit requirements of this chapter but are subject to the following standards:
  - (1) **Coverage.** Window signs may up to one-hundred (100) percent of the total glass window area along each building façade, subject to other applicable laws triggered by type and use of business.
  - (2) **Height.** Window signs shall not be mounted or placed on windows higher than the second story.
- (d) **Monument Signs.** Freestanding signs erected on the ground or on a monument base designed as an architectural unit are allowed subject to the following standards:
  - (1) **Visibility.** A monument sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.
- (e) **Freestanding Signs.** Freestanding signs are allowed subject to the following standards:
  - (1) **Visibility.** A freestanding sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.

- (2) **Projection.** Freestanding signs shall not project beyond the property line.

(f) **Other Sign Types**

- (1) **Commercial Center Identification Signs.** Commercial center identification signs may be erected in the Commercial and Employment districts, subject to the following limitations:
  - a. **Visibility.** A commercial center identification sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.
- (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. **Maximum Number of Signs.** One (1) A-frame/sandwich board sign per tenant space.
  - b. **Location.** Such sign may encroach into the right-of-way up to two (2) feet from the property line provided there remains a contiguous five (5)-foot-wide walkable area when the sign is in place.
  - c. **Removal.** Such sign is to be removed during non-business hours.
- (3) **Mobile Signs.** Signs pulled on a trailer or otherwise mounted to a vehicle may be allowed subject applicable laws such as the U.S. Department of Transportation, Federal Highway Administration, in the Federal Size Regulations for Commercial Motor Vehicles.

### 305.11 Permits Required; Review Process

- (a) **Authority.** Unless otherwise stated, the building official 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 regulated sign shall be erected, re-erected, constructed or altered (excluding change of copy on a can or cabinet sign) without building official approval and a building permit 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 building official 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 building official 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 building official's decision shall clearly state any conditions of approval or reasons for disapproval and applicable appeal provisions.
- (d) **Appeals.** Decisions by the building official may be appealed subject to the provisions of Chapter 612, Appeals.

### **305.12 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.

### **305.13 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.

### **305.14 Abatement and Removal of Illegal Signs**

- (a) **Authority to Abate.** The City has the authority to abate illegal, abandoned signs and signs that pose a threat to health and life safety.

- (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 Code Enforcement 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 Building Official that the sign is in violation of this chapter or constitutes a public nuisance. Such notice shall be served by posting on the property on which the sign is located and by registered or certified mail delivery, postage prepaid to the owner of the property, and, if known, the owner of the sign.
  - (4) After the periods specified in paragraphs (1) and (2) above, the Building Division may cause such sign to be removed, and the cost of such removal shall become a lien against the property.
  - (5) If a hazardous condition exists, the condition shall be corrected forthwith upon notice by the Building Division.

If an appeal is received prior to the date specified in the notice, abatement proceedings shall be suspended, and any deadlines shall be suspended, pending the outcome of such appeal.

## Chapter 305 Signs

---

### Sections:

|        |                                                                   |
|--------|-------------------------------------------------------------------|
| 305.01 | Purpose                                                           |
| 305.02 | Policies                                                          |
| 305.03 | Applicability                                                     |
| 305.04 | Design Principles                                                 |
| 305.05 | Exempt Signs                                                      |
| 305.06 | Prohibited Signs                                                  |
| 305.07 | General Standards                                                 |
| 305.08 | Sign Standards for Residential Districts                          |
| 305.09 | Sign Standards for Non-Residential Districts                      |
| 305.10 | Standards for Specific Types of Signs                             |
| 305.11 | <u>Permits Required; Review Process Temporary Signs</u>           |
| 305.12 | <u>Master Sign Program Permits Required; Review Process</u>       |
| 305.13 | <u>Nonconforming Signs Master Sign Program</u>                    |
| 305.14 | <u>Abatement and Removal of Illegal Signs Nonconforming Signs</u> |
| 305.15 | <u>Abatement and Removal of Illegal Signs</u>                     |

### 305.01 Purpose

The purpose of this chapter is to establish clear and reasonable regulations to ensure the orderly display of signs as a city-wide information system, consistent with State and ~~Federal~~ federal law. These regulations recognize the desire and ~~need-right~~ of each individual, business, firm or corporation to identify its ~~place-of-residence, business, or service.~~ At the same time, they acknowledge and realizing that the indiscriminate erection, ~~location~~placement, illumination, coloring, size, and lack of proper maintenance of signs and advertising structures may create conditions affect public safety or , property values, or the visual character of the city. ~~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-Ensure that all~~ signs and advertising structures are designed, erected, and maintained in a manner ~~that enhances the overall appearance of the area, supports effective communication, , rather than detract from, the ultimate design and appearance of the affected locality, and do not impair~~ avoids obstructing the view visibility of nearby or adjacent signs;
- (b) Prohibit the installation and maintenance of signs or advertising structures that create unduly-unsafe distract distractions for motorists' attention ~~from driving, and which detract from attention to traffic movement and too interfere with visibility of traffic signs, and signals, promoting traffic safety~~ safe vehicle movement;
- (c) Prevent the installation and maintenance of signs or advertising structures, ~~that hat~~ individually or collectively, negatively impact the overall psychological well-being of the peoplecommunity and the city's ~~have an injurious effect on the morale of the people and the~~ economic well-being of the city ~~health~~;

- (d) ~~Assure~~Ensure that the size and location of signs and advertising structures do not ~~constitute~~interfere an with ~~obstacle to effective~~obstacle to effective fire protection and ~~firefighting techniques or emergency response efforts, and do~~not constitute a direct or potential danger ~~to create safety hazards for vehievehicleular~~to create safety hazards for vehievehicleular or pedestrian traffic, ~~especially particularly in the eventcases~~especially particularly in the eventcases of structural failure during ~~severe the period of inclement weather and or earthquakes, or in the event of due to~~severe the period of inclement weather and or earthquakes, or in the event of due to impaired vision ~~visibility due to improper size or location~~visibility due to improper size or location; and
- (e) ~~Otherwise~~Protect the public health ~~and~~and, safety, ~~moralesupport community well-being,~~moralesupport community well-being, and promote ~~the public general~~the public general welfare.

### 305.02 Policies

The policies and principles stated in this Section apply to all signs ~~within the regulatoryregulated scope of under~~within the regulatoryregulated scope of under this Chapter, and to all ~~related~~related procedures ~~set forth in, or invoked by, this Chapter.~~set forth in, or invoked by, this Chapter. These policies ~~are to prevailtake precedence~~are to prevailtake precedence over any ~~other conflicting provisions, to the contrary,~~other conflicting provisions, to the contrary, even if ~~those provisions appear~~those provisions appear more specific.

- (a) **Permit Requirement.** Unless expressly exempted by ~~a provision of this Chapter, or by other applicable law,~~a provision of this Chapter, or by other applicable law, ~~a Building Permit is required only for Signs that are subject to review by the Building Department. All other signs regulated by this Chapter may be displayed without a permit unless otherwise specified. If the sign requires such permit it a signs within the regulatory scope of this Chapter may be displayed only pursuant to with~~a Building Permit is required only for Signs that are subject to review by the Building Department. All other signs regulated by this Chapter may be displayed without a permit unless otherwise specified. If the sign requires such permit it a signs within the regulatory scope of this Chapter may be displayed only pursuant to with a valid permit issued by the City.
- (b) **Message Neutrality.** It is the City's policy to regulate signs in a constitutional, ~~common sense~~common sense manner ~~that, which~~that, which is content neutral ~~as to for~~as to for noncommercial signs ~~messages~~messages and viewpoint neutral ~~as to for~~as to for commercial signs~~messages~~messages.
- (c) **Regulatory Interpretations.** All regulatory interpretations of this Chapter ~~are to shall~~are to shall be exercised ~~in light of made in accordance with~~in light of made in accordance with the City's message neutrality policy. ~~Where a particular type of If a proposed sign type is proposed not in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or wherever if a sign does not qualify meet the definition of as a "structure" as defined in under the Building Code, then the Zoning Administrator shall approve review, conditionally approve, or disapprove the application based on the most similar comparable regulated sign type and determine whether to approve, conditionally approve, or deny the request using reasonable and consistent judgement, that is expressly regulated by this Chapter.~~Where a particular type of If a proposed sign type is proposed not in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or wherever if a sign does not qualify meet the definition of as a "structure" as defined in under the Building Code, then the Zoning Administrator shall approve review, conditionally approve, or disapprove the application based on the most similar comparable regulated sign type and determine whether to approve, conditionally approve, or deny the request using reasonable and consistent judgement, that is expressly regulated by this Chapter.
- (d) **Substitution of Messages.** Subject to the property owner's consent, ~~any noncommercial message of any type may be substituted for any duly permitted or allowed another noncommercial message on a, provided that the sign structure or mounting device is legally permitted or allowed sign, without requiring additional permits or approvals, provided that the sign structure or mounting device itself is lawful without regard consideration of the to 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 is intended to ensure~~any noncommercial message of any type may be substituted for any duly permitted or allowed another noncommercial message on a, provided that the sign structure or mounting device is legally permitted or allowed sign, without requiring additional permits or approvals, provided that the sign structure or mounting device itself is lawful without regard consideration of the to 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 is intended to ensure



treatment of noncommercial speech and to avoid any unintentional preference for over any other noncommercial messages. This ~~provision section~~ does not ~~create the right to permit an~~ increase in the total amount number or area 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 authorize changes to in the physical structure of a sign or its mounting device location of a sign, or; does not allow the substitution of an off-site commercial message in place of for an on-site commercial message. Changing one; and does not allow one particular on-site commercial message to be substituted for another may still require without a permit if otherwise required by this Chapter.

- (e) **Rules for Non-communicative Aspects of Signs.** All ~~rules and regulations concerning the non-communicative aspects related to the physical characteristics of signs, such as including location, size, height, illumination, spacing, and orientation, etc., stand remain fully enforceable regardless of message content and apply independently of the any permitting or approval process.~~
- (f) **Situs of Non-commercial Message Signs.** The distinction between onsite and /offsite signs distinction applies only to commercial messages ~~on signs. Non-commercial messages are not subject to location-based restrictions under this Chapter.~~
- (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 person or entity the holder of holding the legal title to the property, as well as anyone with a current 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 For~~ all signs attached to property, whether real or personal, the signage rights, duties responsibilities, and obligations arising from under this Chapter apply attach to and remain and travel with the land or other property on which a where the sign is mounted or displayed. This provision does not modify change or affect the laws related to of fixtures, sign related provisions in private lease terms regarding about signages (so long as they are do not in conflict with this Chapter), or the ownership of sign structures.
- (i) **Sign Programs.** Sign programs for specific developments, as well as including special sign districts or special sign overlay zones, may allow modifications to the rules in this Chapter related to 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, subject to agreement between the private parties to comply with said program and but may not override or modify any of the Basic Policies stated in this Section if approved by the Approving Authority. However, no sign program may override or change the basic policies outlined in this Section. All the provisions in of this Section shall automatically apply to, and be deemed a part of, any sign program approved after the effective date of this ordinance on which this provision is initially adopted.

- (j) **Severability**. If any section, sentence, clause, phrase, word, ~~portion~~ or provision of this Chapter is ~~held found to be~~ 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~~ the remaining portions shall remain in full force and effect ~~without the invalid portion. In adopting this Chapter, The City Council affirmatively affirms declares~~ that it would have approved and adopted ~~this~~ Chapter even without any ~~portion part that which~~ may later be ~~held found~~ invalid or unenforceable.

### 305.03 Applicability

The requirements and development standards in this chapter apply to signs in ~~every~~ all zoning districts, unless a specific exception is stated otherwise specified.

### 305.04 Design Principles

The City Council may choose to adopt design principles via resolution or via amendment of this ordinance. Criteria may include but are not limited to architectural compatibility, consistency with area character, legibility, finish, and visibility. Any such criteria may be applied throughout the city or to specific, delineated areas.

- (a) **Architectural Compatibility**. ~~A While signs should respect the character of the (including its supporting structure, if any) shall be designed as an integral design element of a building and surrounding area, strict's architecture conformity is not required. Property owners are encouraged to design signs that complement the and architecturally compatible, including color, and scale, and features of the with any building to which the sign is to be attached. Signs should avoid covering and with surrounding structures. A sign that spills over "natural" boundaries or architectural features elements or disrupting the overall appearance and obliterates parts of upper floors, but final design choices remain at the discretion of the owner, provided they do not create safety issues or visual hazards, of buildings, or is detrimental to visual order is not permitted.~~
- (b) **Consistency with Area Character**. ~~A While signs are not required to match specific shall be consistent with distinct area or district characteristics themes or and incorporate common design elements such as sign materials, property owners are encouraged to consider the visual character of the surrounding area when designing and placing signs. In locations near or themes. Where a sign is located in close proximity to a residential areaneighborhoods, the signs shall should be positioned and illuminated in a way that avoids unnecessary designed and located so it has little or no impacts on adjacent residential neighborhoodsnearby homes. These considerations are intended to support compatibility without imposing design mandates.~~
- (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 anticipatedSigns should be easy to read based on the viewer's distance and travel speed of the viewer. Elements such as logos, letters, and graphics should be appropriately sized, and cColors choices should offer enoughsen for the sign text~~

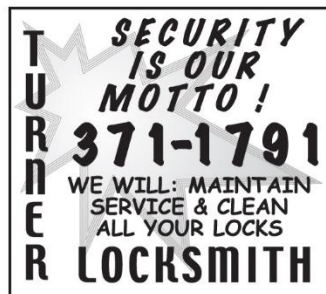
and/or graphics shall have sufficient contrast with the sign background in order to be easily read maintain visibility in during both day and night hours conditions.

**FIGURE 305.04(C): LEGIBILITY OF SIGNS**

This:



Not This:



This:



Not This:



- (d) **Finish.** Signs shall must have finished edges with a clean, smooth, and finished edges consistent surface. Lettering should be appropriately on the sign is to be of complementary sized and, proportioned, using and font that complements the overall design. Letters may be and either carved, routed, painted or applied using other suitable methods.
- (e) **Visibility.** A sign shall be conspicuous must be clearly visible and readily easily distinguishable from its surroundings to ensure it effectively communicates its intended message.

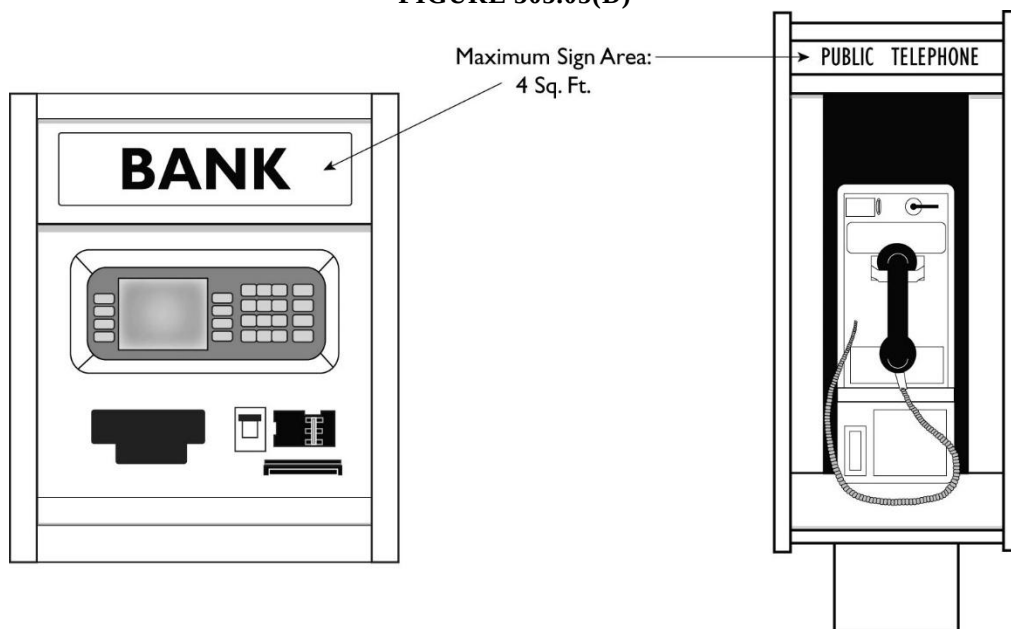
### 305.05 Exempt Signs

The following signs are exempt from the permit requirements of this Chapter, and they do not count toward the total sign number or area of signs allowed on limit for a site, provided that they conform meet to the specified applicable standards and obtain a building permits when-if required by law.

- (a) **Government-Recognized Historical or Memorial Markers.** Signs installed by a civic organization recognized by the City Council, for historical or memorial buildings, when constructed of bronze, stone, or other other durable, non-combustible materials, or permanently cut into any masonry surface, and used to identify historical or memorial buildings or sites. installed by a civic organization recognized by the City Council.

- (b) **Temporary Business Transition Signs.** A temporary attachment or covering made of wood, plastic, or canvas, or similar material may be placed over an existing permanent sign during a business transition, such as a change in ownership or remodeling. The temporary sign must not exceed the size of the previous sign and may be displayed for up to no longer than thirty (30) days following after the a change of-in 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) **Construction or Development Signs.** One (1) sign per street frontage is allowed on a property where construction, structural alteration, or repair is planned or underway. ~~Each, with a maximum sign may not exceed area of thirty-two (32) square feet in area, per street frontage on real property where construction, structural alteration or repair is to take place, or is taking place.~~ Construction signs ~~shall~~ must be removed ~~upon~~ after final building inspection.
- (d) **Incorporated Product or Equipment Signs.** Signs, ~~not more than exceeding~~ four (4) square feet in area that are built, incorporated into equipment or displays, machinery or equipment by a manufacturer, distributor, or vendor are allowed. This includes, such as signs on customarily fixed to automated teller machines (ATMs), gasoline pumps, vending machines, menu boards, and branded umbrellas, such as those represented illustrated in Figure 305.05(D).

FIGURE 305.05(D)



- (e) **Flags.** Noncommercial fFlags (e.g. national, sState, civic, or organizational). with the display of only noncommercial speech.
- (f) **Handbills.** Handbills, Advertising—advertising Circularscirculars, Eteetc., must comply with the standards and licensing contained in Chapter 3, Article II, of the Porterville Municipal Code

- (g) **Real Estate Sign.** ~~A maximum of One (1) on-site real estate sign per street frontage is allowed when a property is for sale, rent, or lease. In residential districts, signs must gn per apartment house, boarding or rooming house, or similar use, not exceeding six (6) square feet in area and six (6) feet in height. In all other districts, signs must not exceed thirty two (32) square feet and eight (8) feet in height.~~ Signs must be removed within five (5) days of the property being no longer listed or advertised for sale, lease, or rent.
- (h) **Window and Entry Signs.** ~~A maximum of two (2) signs per building may be placed within six (6) feet of the building entrances for commercial, industrial, and office uses, not exceeding six square feet per building. In addition, Government uses, in addition to the aforementioned six square feet per buildings, may display include not more than one shadowbox with not more than exceeding ten (10) square feet of in display area.~~
- (i) **On-Site Directional or Informational Signs.** ~~Up to two (2) on-site signs are allowed for public or private developments, provided each sign does not exceeding four (4) square feet in area per face, and not exceeding forty eight (48) inches in height provided they are. These, provided such signs are must not be otherwise prohibited or further regulated by other sections of this or any other Chapter or any other provision of the Porterville Municipal Code. Uses that includewith a drive-through service window may install are allowed one (1) additional sign per under this exemption.~~
- (j)(i) ~~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)(j) **Reader Panels.** Permanent reader panels are allowed for public, charitable, or religious institutions, provided they said reader panels are located on the same property to which such reader panels they pertain. These panels shall 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 must be positioned so they do not create a hazard to vehicular or pedestrian traffic. Electronic reader boards are also allowed under this exemption if they comply with applicable which otherwise comply with the signage requirements of the zone requirements, in which they are located, and do not include animation, characters, flashing, or similar rapid movements, and display which are programmed to change messages that change no more frequently than once every three (3) seconds, shall also be allowed as exempt signs for public, charitable or religious institutions.
- (k)(k) **Civic Event Sponsorship.** ~~One sign per business provided by said business, which that sponsors and contributes to the sports activities held upon public premises property may be placed at said property is permitted, not to exceed thirty-six (36) square feet in area, per site. The sign may be displayed shall be permitted for~~

~~up to a period not to exceed~~ ninety (90) days ~~preceding before~~ the event or season ~~and must~~. ~~Such sign shall be removed within fifteen (15) days after the event or season concludes.~~

~~(m)(l)~~ **Transit Advertising.** Bus stop, shelter, and bench advertisements ~~authorized under the City's displays as permitted by the~~ Transit Advertising Policy ~~are exempt.~~

~~(n)(m)~~ **City Welcome Signs.** ~~Up to four (4) s~~Signs placed, ~~owned, or funded~~ by the City of Porterville ~~may be installed and owned or funded by the City,~~ around the periphery of the city limits at major transportation routes, ~~either~~ within public rights-of-way, or on ~~third-party~~ private property ~~with the property owner's consent.~~ ~~d by a third party, as authorized by that party.~~

### 305.06 Prohibited Signs

The following types of signs and devices are ~~specifically~~ prohibited ~~due to safety concerns, regulatory conflicts, or negative community impacts:~~

~~**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.~~

~~**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.~~

~~(e)(a)~~ **Billboards.** Any sign ~~directing attention to that~~ ~~advertises~~ a business, service, or product ~~that is not offered on the same property is prohibited, unless specifically allowed 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).~~ ~~A sign that promotes a brand name not considered a principal item for sale on the premises is also considered a prohibited billboard.~~

~~(d)~~ **Noise, Odor, and Emissions.** Signs ~~that produce noise in excess of forty (40) decibels, excluding voice units at drive-through facilities, and signs that emit produce noise in violation of the City's Noise Ordinance exceeding forty (40) decibels, except for speaker units at drive-through facilities,~~ contained in Article IX of this code, ~~and signs that emit~~ odor, ~~or~~ visible smoke, vapor, or particles.

~~**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).~~



~~(e)(b)~~ **Feather Signs.** Also known as feather flag, or advertising flag, constructed of a lightweight material with the shape resembling a bird's feather or a teardrop that is designed to wave or move in the wind.

~~(f)(c)~~ **Obscenities.** Signs that depict, describe or relate to "specified sexual activities" or "specified anatomical areas" as defined in Chapter 700 Porterville Municipal Code Chapter 15, Article V, Section 15-43, Terms and Definitions.

~~(g)(d)~~ **Obstructions to Exits.** Signs erected, constructed, or maintained which in a way that obstruct any firefighting equipment, fire escapes, required exits, or door openings intended as a means of emergency ingress and/or 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 that interfere with visibility at driveways, intersections, or within corner cut-off areas, as defined in Section 300.16, Visibility at Driveways and Intersections.

~~(e)~~

~~(i)(f)~~ **Obstructions to Ventilation.** Signs that block or interfere with any opening required for natural or mechanical ventilation. ~~Portable Signs. Signs not permanently attached to, mounted upon or affixed to a building, structure or the ground, except as otherwise provided herein.~~

~~(j)~~ **Posters.** Posters of a temporary character nature 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 are prohibited, except as otherwise provided in this Chapter. This section excludes signs placed in windows per Section 305.10 (e). ~~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.~~

~~(k)~~ **Figure 305.06(L): Roof Signs**

~~(l)(g)~~ Side Section

~~(m)(h)~~ **Signs Creating Traffic Hazards.** Signs that simulate in the color, size, or design of any traffic control sign, signal, or device, or that make use of words, symbols or characters in a manner way that interferes with, could misleads or confuses pedestrian drivers or vehicular traffic pedestrians, are prohibited. No sign, light, or advertising structure shall be placed in a location that created a in such a manner as to constitute a hazard to pedestrian vehicular or vehicular pedestrian traffic, or in such a manner as to that obstructs free and clear vision where its, at any location where, by reason of the position, shape, color, or movement may could interfere with, obstruct block the view of, or be confused mistaken for with any authorized traffic sign, signal or control device.

~~(n)~~(i) **Private signs on public property.** Unless otherwise permitted by this code, private signs located on public lands, including ~~but not limited to~~ public rights-of-way, parks, public buildings, storm drainage basins, and similar facilities, are prohibited, ~~except as allowed in other sections of this ordinance.~~ However, When associated withwith a community civic event, rental or reservation of such facility, signs may be placed during the-an event that has an approved rental or reservation for the site. All such for which the reservation was made; however, such signs must be removed at the end of the reservation period. Any sign interfering with accessibility, the public right of way, or public safety will be subject to immediate removal.

### 305.07 General Standards

This section establishes general ~~physical~~ standards and requirements for signage. More detailed standards ~~applicable tofor~~ specific sign types, such as (e.g. wall signs or, awning signs,) are provided in Section 305.10, Standards for Specific Sign Types. In addition to these general standards, all signs ~~shall must conform comply to with~~ the specifications set forth of in Municipal Code Chapter 3, Advertising and Signs.

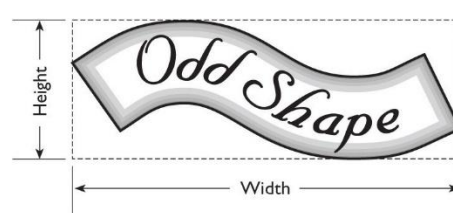
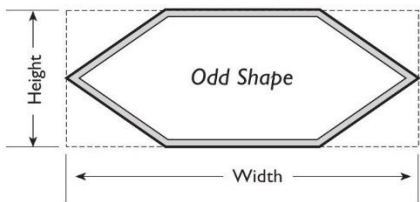
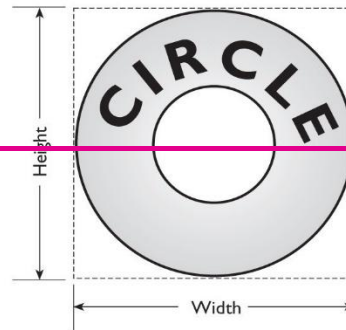
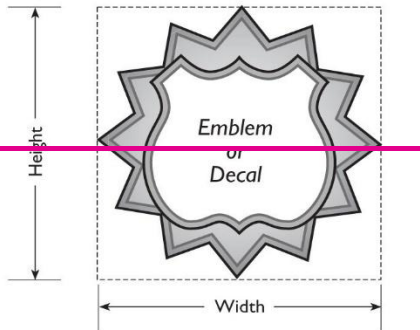
**Maximum Allowable Sign Area.** ~~All signs shall conform to the maximum area requirements specified in Table 305.09, unless a different limit is approved modified through under an approved Master Sign Program.~~

**Measuring Sign Area.** ~~The area of a sSign area includes the entire face of a the framed sign, including any border or frame, but does not include theexcludes supporting structures or poles. For signs composed of iIndividual letters, symbols, or logos attached mounted directly to a building wall or surface, the sign shall be measured by as the area enclosed bywithin a single continuous line outlining the perimeter drawn around the outermost edges of all elements of the sign.of the words, emblems, and logos.~~



**FIGURE 305.07(B): MEASURING SIGN AREA**

Sign Area = Height x Width



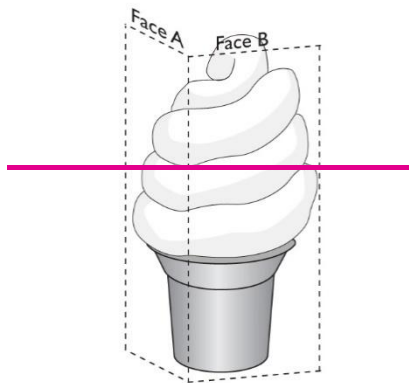
(1) — **Double-Faced Signs.** For double-faced signs, only one (1) side face shall be counted as the total when calculating sign area. Where If the faces are not equal in size, the larger sign face shall be used as the basis for calculating sign area.

(2) — **Multi-faced Signs.** The For signs area of signs with three (3) or more sign faces, the sign area 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.** For sSigns that include or consist of, or have attached to them, one (1) or more three-dimensional objects (i.e.i.e., ballspheres, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign shall have a sign area ofbe calculated as 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



(e)(a) **Abandoned Signs.** Any sign, including its supporting structure, which-that no longer identifies the current occupant after a lapse of ninety (90) days, shall be deemed an abandoned sign and shall-must be removed by the property owner-of the property on which it is located. When a wall sign is removed, the wall surface behind it the sign shall be repaired and painted to match the surrounding facade. rest-of-the building wall. Any abandoned signs not removed or made blank within this time-period shall be removed in accordance with pursuant-to the removal-procedures set forthestablished in this Chapter.

(d)(b) **Building Frontage.** Building frontage shall-be-consideredrefers to the wall of a building that faces and is-runs roughly parallel with-to a public street, excluding an alleys. The length-of that wall-determines the allowable sign area. linear dimension of that building frontage shall be used to calculate allowable signage. Buildings with walls-facing more than one public street may use the shall be allowed signage for each building frontage on each side to calculate permitted signage, as outlined in accordance with Table 305.09. For bBuildings located on interior lots (not located on a corner) and that are oriented perpendicular to a publicthe street shall, the larger of the front or side elevations shall be used to determine sign allowances. Sign-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-between to the other

~~building elevations, provided no individual the sign area on any wall shall not exceeds the maximum allowable permitted sign area for that elevation, as set forth in for that wall in accordance with Table 305.09. If a — For buildings that havehas no public street frontage along a public street, the Zoning Administrator will determine the applicable building frontage shall be determined by the Zoning Administrator. for sign calculation purposes.~~

~~(e)(c) **Changeable Copy.** Changeable copy shall may cover up to one hundred (100) no more than forty (40) percent of a the total sign allowance for manually changeable signs and an . 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)(d) **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)(e) **Construction and Maintenance ±**~~

- ~~(1) Unless exempt, signs and supporting structures shall be installed in accordance with the current 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)(f) **Encroachment into Public Street or Sidewalk.** Any sign projecting into a public right of way requires an encroachment agreement approved by the City Engineer. Temporary signs such as A-frame/sandwich board signs as regulated under 305.10(f)(2) below are exempt from this requirement.~~

~~(i)(g) **Illumination.** Channel letters, internally illuminated signs and neon signs are permitted. Due to glare and non-directional illumination, Bare bulbs visible from the public right-of-way are prohibited. On-For 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)(h)~~ **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)~~ ~~(a)~~ — Residential subdivisions are allowed one (1) monument sign or wall sign per street frontage for entry into the subdivision.

~~(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 or freestanding sign/ ~~with a maximum cumulative sign area of thirty-two (32) square feet.~~

~~(b)~~ ~~(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~~ may include one or more of the following types of signs: awning and canopy signs, marquee signs, projecting signs, wall signs, window signs, monument signs, freestanding signs, commercial center identification signs, and temporary, portable A-frame, or sandwich board signs. Signs shall comply with the standards of Section 305.10. ~~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.~~

| <del>Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS</del> |                                                                              |                                 |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------|
| <del>Zoning Districts (Frontage)</del>                                                             | <del>Sign Area Allowed (Sq. Ft. Per 1 Linear Ft. Of Building Frontage)</del> | <del>Permitted Sign Types</del> |
| <del>DR-N, D-MX</del>                                                                              | <del>2</del>                                                                 | <del>Awning and canopy</del>    |
|                                                                                                    |                                                                              | <del>Marquee</del>              |
|                                                                                                    |                                                                              | <del>Projecting</del>           |
|                                                                                                    |                                                                              | <del>Wall</del>                 |
|                                                                                                    |                                                                              | <del>Window</del>               |
| <del>D-PO</del>                                                                                    | <del>2</del>                                                                 | <del>Awning and canopy</del>    |
|                                                                                                    |                                                                              | <del>Projecting</del>           |

|                |     |                   |
|----------------|-----|-------------------|
|                |     | 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            |
| CMX, CN,<br>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 Signs

- (a) **Awning and Canopy Signs. Marquee Signs, Projecting Signs.** These signs are subject to the following standards:

(1) **Sign Clearance.** Minimum of eight (8) feet.

(2) **Projection.**

- a. 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.~~

~~b. A projecting sign cannot extend more than three (3) feet from the building to which it is attached.~~

~~(3) **Visibility.** A projecting sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.~~

~~(4) —~~

~~(5) — Figure 305.09(B): Marquee Signs~~

~~(6) — ~~

~~(7) — Figure 305.10(C): Projecting OR UNDER CANOPY Signs~~

~~(8)(3) — ~~

- (b) **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. No wall sign may cover wholly or partially any required wall opening. Wall signs are also subject to the following standards:

(1) **Projection.** Wall signs cannot extend more than twelve (12) inches beyond the face of the wall to which they are attached.

- (c) **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 ~~may shall cover no more than fifty (50) up to one-hundred (100) percent of the total glass window area along each building façade, subject to other applicable laws triggered by type and use of business.~~
  - (2) **Height.** Window signs shall not be mounted or placed on windows higher than the second story.
- (d) **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) **Visibility.** A monument sign shall be erected in~~ such a manner as not to create a traffic hazard to vehicles or pedestrians.
  - ~~(2) **Figure 305.10(F): Monument Signs**~~
  - ~~(3)(1) **Landscaping Required**~~
- (e) **Freestanding Signs.** Freestanding signs are allowed subject to ~~the specific zoning district standards and~~ the following standards:
- (1) **Visibility.** A freestanding sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.
  - (2) **Projection.** Freestanding signs shall not project beyond the property line.

~~**FIGURE 305.10(G): FREESTANDING SIGNS**~~



- (f) **Other Sign Types**
- (1) **Commercial Center Identification Signs.** Commercial ~~C~~center ~~I~~identification signs may be erected in the Commercial and Employment districts, subject to the following limitations:
    - a. **Visibility.** A commercial center identification sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians.
  - (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. **Maximum Number of Signs.** One (1) A-frame/sandwich board sign per tenant space.
    - ~~b. **Maximum Sign Area.** The total sign area shall not exceed a maximum of six (6) square feet per side.~~

e.b. Location. Such sign may encroach into the right-of-way up to two (2) feet from the property line provided there remains a contiguous five (5)-foot-wide walkable area when the sign is in place.

d.c. Removal. Such sign is to be removed during non-businessoperational hours.

(3) ~~**Mobile Signs.** Signs pulled on a trailer or otherwise mounted to a vehicle may be allowed subject to the following limitations:~~applicable laws such as

(3) ~~**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.~~

(3) ~~**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.~~

(3) ~~**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.~~

(3) ~~**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:~~

(3) ~~Lighting, changeable copy, and digital signs are not permissible exemptions.~~

(3) ~~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.~~

~~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.~~

## **Temporary Signs**

Temporary Signs are not regulated by this ordinance.

~~Temporary signs shall be considered banners, flags, & other similar signs meant for a time period of ninety (90) days or less. These signs are typically made of cloth, plastic, or similar fast-deteriorating materials.~~

~~Any temporary sign may be removed/abated for public health and safety issues, accessibility restriction, or encroachment into the public right-of-way ROW/ or public property (except as expressly allowed in this ordinance)."~~



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~~
  - e. ~~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.~~
  - e. ~~Duration. Said signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the most recent building permit was issued for a new house within the subdivision.~~
  - d. ~~Consent of Landowner. A completed application form, including a notarized affidavit signed by each property owner of each site is required prior to issuance of a sign permit.~~

### **305.12305.11 Permits Required; Review Process**

- (a) **Authority.** Unless otherwise stated, the ~~Zoning Administrator~~building official 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 regulated sign shall be erected, re-erected, constructed or altered (excluding change of copy on a can or cabinet sign) without building official ~~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~~building official 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~~building official~~ 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~~building official~~'s decision shall clearly state any conditions of approval or reasons for disapproval and applicable appeal provisions.
- (d) **Appeals.** Decisions by the Zoning Administrator~~building official~~ may be appealed subject to the provisions of Chapter 612, Appeals.

~~305.13~~305.12 **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.

### **305.14305.13 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~~305.14 Abatement and Removal of Illegal Signs

- (a) **Authority to Abate.** The City has the authority to abate illegal, ~~and~~ abandoned signs and signs that pose a threat to health and life safety.
- (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~~Code Enforcement 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~~Building Official that the sign is in violation of this chapter or constitutes a public nuisance. Such notice shall be served by posting on the property on which the sign is located and by registered or certified mail delivery, postage prepaid to the owner of the property, and, if known, the owner of the sign.
  - (4) After the periods specified in paragraphs (1) and (2) above, the Building Division may cause such sign to be removed, and the cost of such removal shall become a lien against the property.
  - (5) If a hazardous condition exists, the condition shall be corrected forthwith upon notice by the Building Division.

If an appeal is received prior to the date specified in the notice, abatement proceedings shall be suspended, and any deadlines shall be suspended, pending the outcome of such appeal.



## **Chapter 305    Signs**

---

### Sections:

|        |                                              |
|--------|----------------------------------------------|
| 305.01 | Purpose                                      |
| 305.02 | Policies                                     |
| 305.03 | Applicability                                |
| 305.04 | Design Principles                            |
| 305.05 | Exempt Signs                                 |
| 305.06 | Prohibited Signs                             |
| 305.07 | General Standards                            |
| 305.08 | Sign Standards for Residential Districts     |
| 305.09 | Sign Standards for Non-Residential Districts |
| 305.10 | Standards for Specific Types of Signs        |
| 305.11 | Temporary Signs                              |
| 305.12 | Permits Required; Review Process             |
| 305.13 | Master Sign Program                          |
| 305.14 | Nonconforming Signs                          |
| 305.15 | Abatement and Removal of Illegal Signs       |

### **305.01        Purpose**

The purpose of this chapter is to establish regulations to ensure the orderly display of signs as a city-wide information system, consistent with State and Federal law. These regulations recognize the desire and need of each individual, business, firm or corporation to identify its place of residence, business or service, and realizing that the indiscriminate erection, location, illumination, coloring, size, and lack of proper maintenance of signs and advertising structures constitutes a significant contributing factor detrimental to the well-being and continuing activity of a city's people and economy. Specifically, these regulations are intended to:

- (a)     Assure that all signs and advertising structures are designed, erected and maintained in a manner to enhance, rather than detract from, the ultimate design and appearance of the affected locality, and do not impair the view of nearby or adjacent signs;
- (b)     Prohibit the installation and maintenance of signs or advertising structures that unduly distract motorists' attention from driving, and which detract from attention to traffic movement and to signs and signals promoting traffic safety;
- (c)     Prevent the installation and maintenance of signs or advertising structures that individually or collectively have an injurious effect on the morale of the people and the economic well-being of the city;
- (d)     Assure that size and location of signs and advertising structures do not constitute an obstacle to effective fire protection and firefighting techniques; nor constitute a direct or potential danger to vehicular or pedestrian traffic, especially in the event of structural failure during the period of inclement weather and earthquakes or in the event of impaired vision due to improper size or location; and



- (e) Otherwise protect the public health, safety, morale, and promote the public welfare.

### **305.02 Policies**

The policies and principles stated in this Section apply to all signs within the regulatory scope of this Chapter, and to all procedures set forth in, or invoked by, this Chapter. These policies are to prevail over any other provision to the contrary, even if more specific.

- (a) **Permit Requirement.** Unless expressly exempted by a provision of this Chapter, or by other applicable law, signs within the regulatory scope of this Chapter may be displayed only pursuant to a permit issued by the City.
- (b) **Message Neutrality.** It is the City's policy to regulate signs in a constitutional manner, which is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs.
- (c) **Regulatory Interpretations.** All regulatory interpretations of this Chapter are to be exercised in light of the City's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or wherever a sign does not qualify as a "structure" as defined in the Building Code, then the Zoning Administrator shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.
- (d) **Substitution of Messages.** Subject to the property owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of the message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over any other noncommercial message. This provision does not create the right to increase the total amount of signage on a parcel, lot or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; does not allow the substitution of an off-site commercial message in place of an on-site commercial message; and does not allow one particular on-site commercial message to be substituted for another without a permit.
- (e) **Rules for Non-communicative Aspects of Signs.** All rules and regulations concerning the non-communicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.
- (f) **Situs of Non-commercial Message Signs.** The onsite/offsite distinction applies only to commercial messages on signs.
- (g) **Property Owner's Consent.** No sign may be displayed without the consent of the legal owner(s) of the property on which the sign is mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property

and all parties and persons holding a present right to possession, control or use of the property.

- (h) **Legal Nature of Signage Rights and Duties.** As to all signs attached to property, real or personal, the signage rights, duties and obligations arising from this Chapter attach to and travel with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this Chapter), or the ownership of sign structures.
- (i) **Sign Programs.** Sign programs for specific developments, as well as special sign districts or special sign overlay zones, when approved by the Approving Authority, may modify the rules stated herein as to sign size, height, number, illumination, spacing, orientation or other non-communication aspects of signs, but may not override or modify any of the Basic Policies stated in this Section. All the provisions of this Section shall automatically apply to, and be deemed a part of, any sign program after the date on which this provision is initially adopted.
- (j) **Severance.** If any section, sentence, clause, phrase, word, portion or provision of this Chapter is held invalid, or unconstitutional, or unenforceable by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid portion. In adopting this Chapter, the City Council affirmatively declares that it would have approved and adopted the Chapter even without any portion which may be held invalid or unenforceable.

### **305.03           Applicability**

The requirements and development standards in this chapter apply to signs in all zoning districts, unless otherwise specified.

### **305.04           Design Principles**

- (a) **Architectural Compatibility.** A sign (including its supporting structure, if any) shall be designed as an integral design element of a building's architecture and architecturally compatible, including color and scale, with any building to which the sign is to be attached and with surrounding structures. A sign that spills over "natural" boundaries or architectural features and obliterates parts of upper floors of buildings, or is detrimental to visual order is not permitted.
- (b) **Consistency with Area Character.** A sign shall be consistent with distinct area or district characteristics and incorporate common design elements such as sign materials or themes. Where a sign is located in close proximity to a residential area, the sign shall be designed and located so it has little or no impact on adjacent residential neighborhoods.
- (c) **Legibility.** The proportion of the elements of the sign's message, including logos, letters, icons and other graphic images, shall be selected based on the anticipated distance and travel speed of the viewer. Colors chosen for the sign text and/or

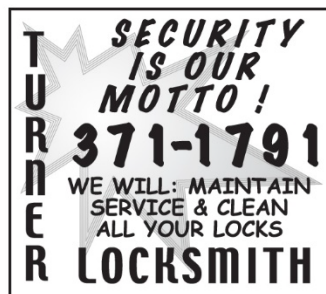
graphics shall have sufficient contrast with the sign background in order to be easily read during both day and night hours.

**FIGURE 305.04(C): LEGIBILITY OF SIGNS**

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.

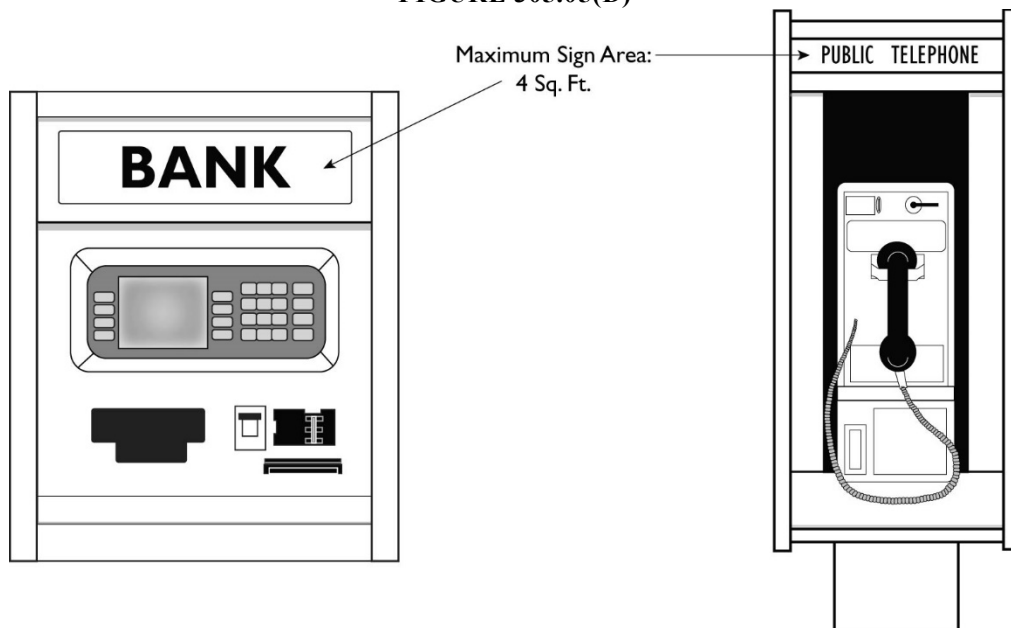
### **305.05 Exempt Signs**

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) 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 305.05(D)**



- (e) **Flags.** Flags with the display of only noncommercial speech.
- (f) **Handbills.** Handbills, Advertising Circulars, Etc., must comply with the standards and licensing contained in Chapter 3, Article II, of the Porterville Municipal Code
- (g) A maximum of one sign per apartment house, boarding or rooming house, or similar use, not exceeding six (6) square feet in area.
- (h) A maximum of two signs per building within six feet of the building entrances for commercial, industrial, and office uses, not exceeding six square feet per building. Government uses, in addition to the aforementioned six square feet per building, may include not more than one shadowbox with not more than ten square feet of display area.
- (i) Up to two on-site signs for public or private developments, not exceeding four (4) square feet in area per face, and not exceeding forty-eight inches in height, provided such signs are not prohibited or further regulated by other sections of this or any other chapter of the Porterville Municipal Code. Uses that include a drive-through service window are allowed one additional sign per this exemption.

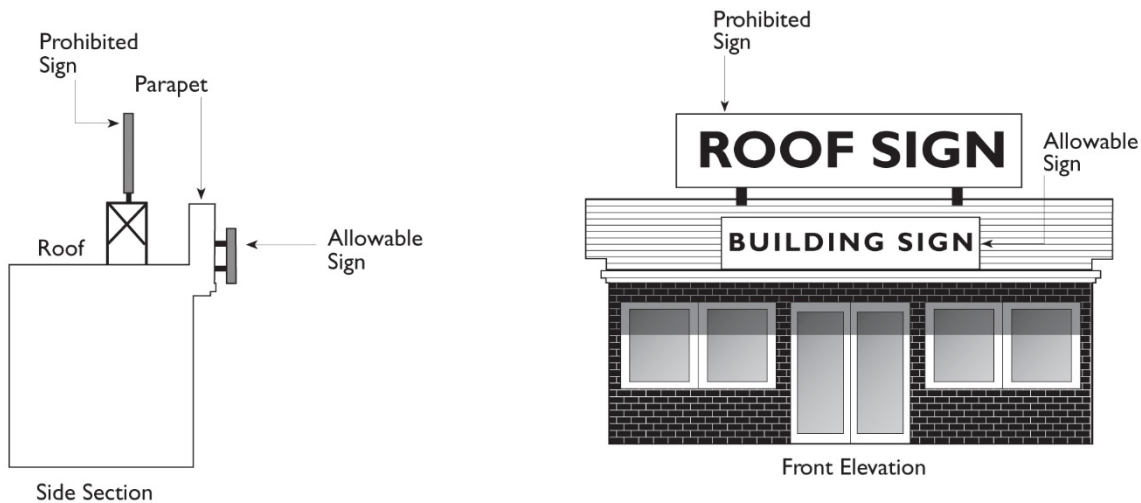
- (j) Properties or lease spaces may display not more than one (1) on-site sign with a maximum size of six (6) square feet (excluding rider signs no larger than a total of six (6) square feet) and a maximum height of six (6) feet in the R districts, and a maximum size of thirty-two (32) square feet and a maximum height of eight (8) feet in all other districts, per street frontage of a parcel when the property is currently for sale or rent. Such signs shall be removed within 5 days following close of escrow or finalization of sale, rental or lease.
- (k) **Reader Panels.** Permanent reader panels for public, charitable, or religious institutions provided said reader panels are located on the property to which such reader panels pertain and do not exceed twenty (20) square feet in total area per face nor more than ten (10) feet in height, and further provided said reader panels are located in such a manner as not to constitute a hazard to vehicular or pedestrian traffic. Electronic reader boards which otherwise comply with the signage requirements of the zone in which they are located, and do not include animation, characters, flashing, or similar rapid movements, and which are programmed to change messages no more frequently than once every three (3) seconds shall also be allowed as exempt signs for public, charitable or religious institutions.
- (l) One sign per business provided by said business, which sponsors and contributes to the sports activities upon public premises, not to exceed thirty-six (36) square feet in area, per site shall be permitted for a period not to exceed ninety (90) days preceding the event or season. Such sign shall be removed within fifteen (15) days after the event or season.
- (m) Bus stop, shelter, and bench advertisement displays as permitted by the Transit Advertising Policy.
- (n) Up to four (4) signs placed by the City of Porterville and owned or funded by the City, around the periphery of the city limit at major transportation routes, within public rights of way, or on property owned by a third party, as authorized by that party.

### 305.06 Prohibited Signs

The following types of signs and devices are specifically prohibited:

- (a) **Animated, Flashing or Moving Signs.** Signs that incorporate, flashing, moving, rotating, pulsating or intermittent lighting, with the exception of changeable copy message center display signs and barber poles, except as allowed elsewhere in this chapter. Any sign that, because of brilliant lighting, interferes with the enjoyment of surrounding residential property or interferes with traffic, vehicular or pedestrian, is prohibited.
- (b) **Balloons, Banners, Streamers and Pennants.** Signs, balloons, banners, pennants, or any other advertising display constructed of cloth, canvas, light fabric, paper, cardboard, wallboard or other light materials, except awnings or as allowed for Automobile/Vehicle Sales and Leasing establishments, or in Section 305.11, Temporary Signs.

- (c) **Billboards.** Any sign directing attention to a business, service, or product that is not conducted, sold, produced, or offered by any use on the same lot, or which identifies by brand name a product which, although sold on the premises, does not constitute one (1) of the principal items for sale on the premises unless otherwise provided by the California Outdoor Advertising Act (Business and Professions Code Sections 5200 – 5486, inclusive).
- (d) **Emissions.** Signs that produce noise in excess of forty (40) decibels, excluding voice units at drive-through facilities, and signs that emit odor or visible smoke, vapor or particles.
- (e) **Fence Signs.** Signs attached or painted on fences or freestanding walls that are not part of a building, except for subdivision entry signs as allowed in Section 305.08 (b).
- (f) **Obscenities.** Signs that depict, describe or relate to “specified sexual activities” or “specified anatomical areas” as defined in Chapter 700, Terms and Definitions.
- (g) **Obstructions to Exits.** Signs erected, constructed or maintained which obstruct any firefighting equipment, fire escape, required exit or door opening intended as a means of egress, unless approved by the Fire Marshal.
- (h) **Obstructions to Driver Visibility.** Signs in corner cut-offs and lines of sight in accordance with the provisions of Section 300.16, Visibility at Driveways and Intersections.
- (i) **Obstructions to Ventilation.** Signs that interfere with any opening required for ventilation.
- (j) **Portable Signs.** Signs not permanently attached to, mounted upon or affixed to a building, structure or the ground, except as otherwise provided herein.
- (k) **Posters.** Posters of a temporary character that are tacked, painted, pasted or otherwise placed or affixed and made visible from a public way, on the walls of buildings, on barns, sheds, trees, fences, utility poles or other structures, sidewalks or patios, except as otherwise provided in this chapter. This section excludes signs placed in windows per Section 305.10 (e).
- (l) **Roof Signs.** Signs erected or painted upon, over or above the roof of a building or structure, or any sign affixed to the wall of a building so that it projects above the ridge line or top of parapet, except as allowed in this chapter.

**FIGURE 305.06(L): ROOF SIGNS**

- (m) **Signs Creating Traffic Hazards.** Signs that simulate in color, size or design any traffic control sign, signal or device, or that make use of words, symbols or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic. No sign, light or advertising structure shall be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, at any location where, by reason of the position, shape, color or movement may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.
- (n) **Signs of public property.** Signs located on public lands, including but not limited to public rights of way, parks, public buildings, storm drainage basins, and facilities are prohibited. When associated with rental or reservation of such facility, signs may be placed during the event for which the reservation was made; however, such signs must be removed at the end of the reservation period.

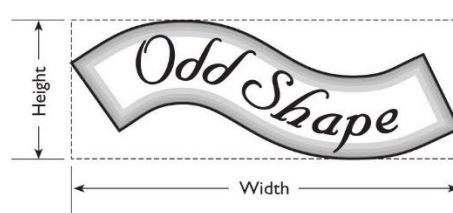
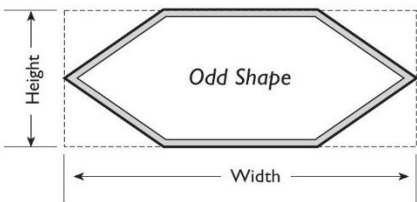
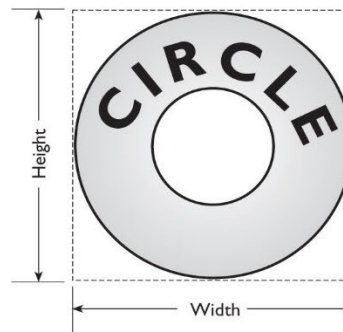
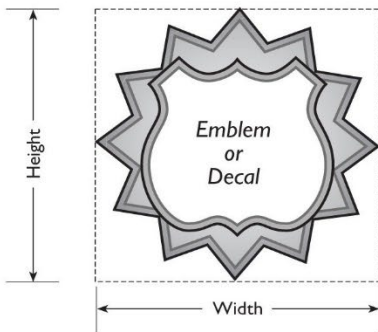
### 305.07 General Standards

This section establishes general physical standards and requirements. More detailed standards applicable to specific sign types (e.g. wall signs, awning signs) are in Section 305.10, Standards for Specific Sign Types. In addition to these general standards, all signs shall conform to the specifications of Municipal Code Chapter 3, Advertising and Signs.

- (a) **Maximum Allowable Sign Area.** All signs shall conform to the maximum area requirements specified in Table 305.09, unless a different limit is approved under a Master Sign Program.
- (b) **Measuring Sign Area.** Sign area includes the entire face of a framed sign, but does not include the supporting structure. Individual letters attached to a building shall be measured by the area enclosed by a continuous line outlining the perimeter of the words, emblems, and logos.

**FIGURE 305.07(B): MEASURING SIGN AREA**

Sign Area = Height x Width

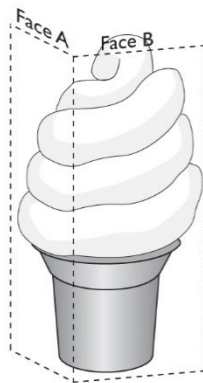




- (1) **Double-Faced Signs.** For double-faced signs, only one (1) side shall be counted as the total area. Where the faces are not equal in size, the larger sign face shall be used as the basis for calculating sign area.
- (2) **Multi-faced Signs.** The sign area of signs with three (3) or more sign faces shall be calculated as the sum of two (2) sign faces. Where the faces are not equal in size, the larger sign faces shall be used as the basis for calculating sign area.
- (3) **Three-dimensional Signs.** Signs that consist of, or have attached to them, one (1) or more three-dimensional objects (i.e. balls, cubes, clusters of objects, sculpture, or statue-like trademarks), shall have a sign area of the sum of two (2) adjacent sides or sign faces.

**FIGURE 305.07(B)(3): THREE-DIMENSIONAL SIGNS**

Sign Area = Sum of Two Adjacent Sides



- (c) **Abandoned Signs.** Any sign, including its supporting structure, which no longer identifies the current occupant after a lapse of ninety (90) days, shall be deemed an abandoned sign and shall be removed by the owner of the property on which it is located. When a wall sign is removed, the wall behind the sign shall be repaired and painted to match the rest of the building wall. Any signs not removed or made blank within this time shall be removed pursuant to the removal procedures set forth in this chapter.
- (d) **Building Frontage.** Building frontage shall be considered the wall of a building that faces and is roughly parallel with a public street, excluding an alley. The linear dimension of that building frontage shall be used to calculate allowable signage. Buildings with walls facing more than one public street shall be allowed signage for each building frontage in accordance with Table 305.09. Buildings located on interior lots (not on a corner) and that are oriented perpendicular to a public street shall be allowed signage based on the longer of the front or side building elevation. All, or a percentage, of the allowable sign area may be transferred to the other building elevations provided the sign area on any wall shall not exceed the maximum allowable for that wall in accordance with Table 305.09. For buildings that have no public street frontage, building frontage shall be determined by the Zoning Administrator.
- (e) **Changeable Copy.** Changeable copy shall cover no more than forty (40) percent of the total sign allowance for manually changeable signs. For electronic message center

signs with copy that can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means, the changeable portion of the sign shall cover no more than forty (40) percent of the total sign allowance. The following uses are exempt from this restriction: religious institutions, cinemas, government or civic uses, gas station uses, indoor theaters, schools, and colleges.

- (f) **Clearance from Utilities.** Signs and their supporting structures shall maintain clearance from and not interfere with electrical conductors, communications equipment or lines, surface and underground facilities and conduits for water, sewage, gas, electricity and communications equipment or lines. Signs shall not be placed in public utility easements unless express written permission from the affected public utility is obtained.
- (g) **Construction and Maintenance**
  - (1) Unless exempt, signs and supporting structures shall be installed in accordance with the latest adopted Building Code.
  - (2) All signs, together with all supporting structures, shall be maintained in the following manner:
    - a. Signs shall be kept free of rust, dirt and chipped, cracked or peeling paint.
    - b. All hanging, dangling, torn or frayed parts of signs shall be promptly repaired, and graffiti and unauthorized attachments shall be removed.
    - c. Failed, damaged, or blinking illumination shall be promptly replaced.
    - d. Sign areas shall be kept free and clear of all noxious substances, rubbish and weeds.
    - e. Discolored or faded panels on plastic faces shall be restored to their original condition and color.
- (h) **Encroachment into Public Street or Sidewalk.** Any sign projecting into a public right of way requires an encroachment agreement approved by the City Engineer.
- (i) **Illumination.** Channel letters, internally illuminated signs and neon signs are permitted. Bare bulbs visible from the public right of way are prohibited. On signs with external illumination, lights shall be provided with proper reflectors to concentrate the illumination on the area of the sign to prevent glare on the street or adjacent properties. All sign illumination shall adhere to the performance standards for lighting and glare in Chapter 306, Performance Standards.
- (j) **Materials.** Paper, cardboard, untreated plywood and other materials subject to rapid deterioration shall be limited to signs displayed for no more than (30) days.

### **305.08 Sign Standards for Residential Districts**

- (a) Religious facilities, multi-family residential projects, schools, civic uses and other nonresidential uses in R districts are allowed one (1) building-mounted sign and one

- (1) monument sign with a maximum cumulative sign area of thirty-two (32) square feet.
- (b) Residential subdivisions are allowed one (1) monument sign or wall sign per street frontage for entry into the subdivision. Each sign shall not exceed a maximum size of thirty-two (32) square feet.

### **305.09 Sign Standards for Non-Residential Districts**

Signage in non-residential districts shall comply with the standards in Table 305.09 unless a different sign area allowed for a specific use is described elsewhere in this code. Buildings without clearly defined tenant space frontage shall share total sign area allowed per building as determined in Table 305.09. All properties in non-residential districts shall be allowed a minimum sign area of twenty (20) square feet.

| <b>Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS</b> |                                                                          |                             |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------|
| <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                      |

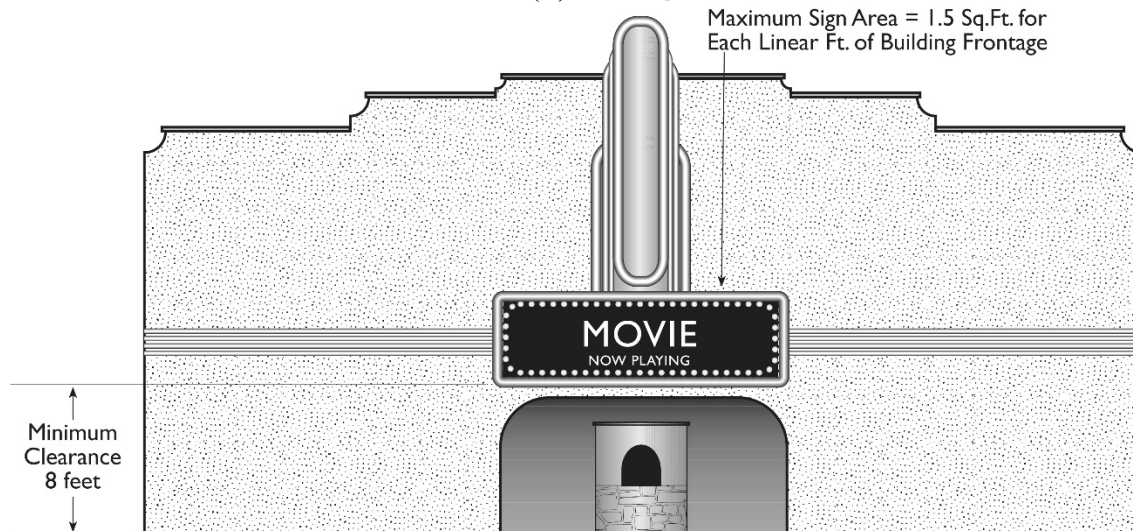
| <b>Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS</b> |                                                                          |                             |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------|
| <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                                                                                     | 3                                                                        | Awning and canopy           |
|                                                                                                |                                                                          | Marquee                     |
|                                                                                                |                                                                          | Monument                    |
|                                                                                                |                                                                          | Freestanding                |
|                                                                                                |                                                                          | Projecting                  |
|                                                                                                |                                                                          | Wall                        |
|                                                                                                |                                                                          | Window                      |
| REC, PK, PS                                                                                    | 2                                                                        | Awning and canopy           |
|                                                                                                |                                                                          | Monument                    |
|                                                                                                |                                                                          | Freestanding                |
|                                                                                                |                                                                          | Projecting                  |
|                                                                                                |                                                                          | Wall                        |

### **305.10 Standards for Specific Types of Signs**

- (a) **Awning and Canopy Signs.** Signs painted on awnings, canopies, arcades, or similar attachments or structures are allowed. Awning and canopy signs are subject to the specific zoning district standards and the following standards:

- (1) **Maximum Sign Area Per Awning or Canopy Sign:**
    - a. Downtown, CMX, and CN districts: twenty-four (24) square feet
    - b. CG, CR, and Employment districts: sixty (60) square feet
  - (2) **Sign Clearance.** Minimum of eight (8) feet.
  - (3) **Height Limit.** Twenty-five (25) feet.
  - (4) **Number of Signs.** Four (4) maximum per building façade, which includes any wall signs.
- (b) **Marquee Signs.** A sign permanently affixed to a marquee is allowed in conjunction with theaters, museums, galleries, and similar uses. Removable copy may be changed on the face of permitted marquee signs without securing a permit. Marquee signs are subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) marquee sign per site.
  - (2) **Maximum Sign Area Per Sign:** One and one-half (1.5) square feet per linear foot of building frontage.
  - (3) **Sign Clearance.** Minimum of eight (8) feet.

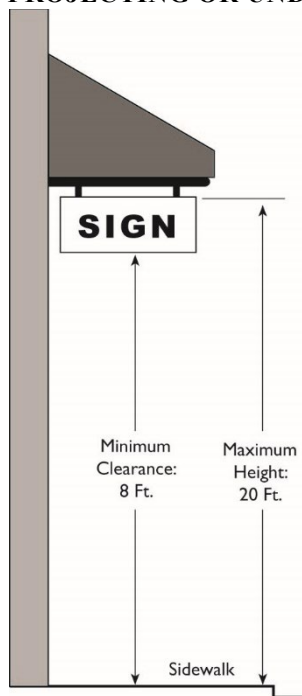
FIGURE 305.09(B): MARQUEE SIGNS



- (c) **Projecting Signs.** Signs under canopies or covers in conjunction with pedestrian walkways, or signs projecting from the building wall are allowed, subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) projecting sign per building façade or tenant space frontage.
  - (2) **Maximum Sign Area Per Sign:** Sixteen (16) square feet; except the maximum sign area per sign is eight (8) square feet when the sign is located under a canopy or awning.
  - (3) **Sign Clearance.** Minimum of eight (8) feet.

- (4) **Height.** A projecting sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians. Projecting signs shall not extend higher than twenty (20) feet above ground level or above an eave or roof, whichever is lower.
- (5) **Projection**
  - a. A projecting sign cannot extend more than three (3) feet from the building to which it is attached.
  - b. An under-canopy sign, attached to and hanging from an awning or canopy shall be located completely under the canopy or awning and shall not project beyond its edge. An under-canopy sign shall not count towards the sign area allowed.

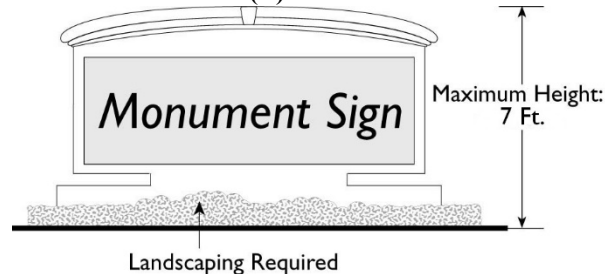
**FIGURE 305.10(C): PROJECTING OR UNDER-CANOPY SIGNS**



- (d) **Wall Signs.** Wall signs include any sign attached to, erected against or painted upon the wall of a building or structure, the face of which is in a single plane parallel to the plane of the wall. Wall signs also include signs on a parapet or mansard roof. Wall signs attached to the fascia shall be channel letters and shall be architecturally consistent with other signage in the development. No wall sign may cover wholly or partially any required wall opening. Wall signs are also subject to the specific zoning district standards and the following standards:
  - (1) **Maximum Number of Signs.** Four (4) maximum per building façade or tenant space frontage, which includes any awning or canopy signs.
  - (2) **Maximum Sign Area Per Sign:** Three hundred (300) square feet.

- (3) **Height.** Wall signs shall not be mounted or placed higher than the second story and shall not extend higher than the building wall upon which they are attached.
  - (4) **Coverage.** Wall sign copy shall not occupy more than seventy-five (75) percent of the length of the wall to which the sign is attached.
  - (5) **Projection.** Wall signs cannot extend more than twelve (12) inches beyond the face of the wall to which they are attached.
  - (6) **Design.** Wall signs shall be oriented to achieve balance composition and harmony with other architectural elements of a building façade.
- (e) **Window Signs.** Window signs painted or otherwise adhered directly onto a window are exempt from the permit requirements of this chapter and do not count towards the total sign area limit for a site, but are subject to the specific zoning district standards and the following standards:
- (1) **Coverage.** Window signs shall cover no more than fifty (50) percent of the total glass window area along each building façade.
  - (2) **Height.** Window signs shall not be mounted or placed on windows higher than the second story.
- (f) **Monument Signs.** Freestanding signs erected on the ground or on a monument base designed as an architectural unit are allowed, subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs.** One (1) monument sign per frontage per site.
  - (2) **Maximum Sign Area Per Sign:**
    - a. D-PO, D-PS, D-GC, CMX, and CN districts: thirty-two (32) square feet.
    - b. CG, CR, and Employment districts: sixty (60) square feet
    - c. PS, REC and PK districts: thirty-two (32) square feet.
  - (3) **Height.** A maximum of seven (7) feet.
  - (4) **Landscaping.** All monument signs shall require automatic irrigated landscaping at the base equivalent to the area of the sign copy.

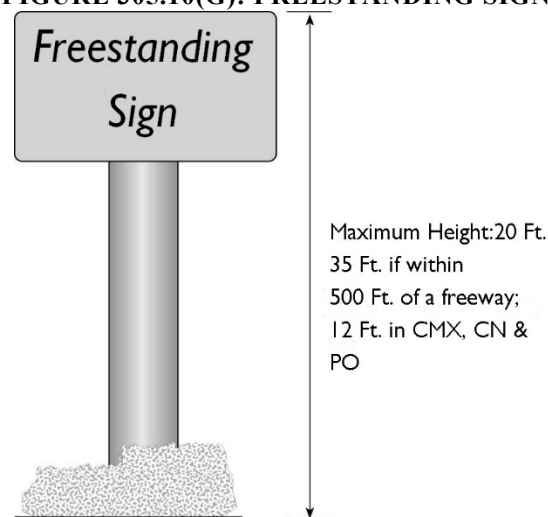
**FIGURE 305.10(F): MONUMENT SIGNS**





- (g) **Freestanding Signs.** Freestanding signs are allowed subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) freestanding sign per site.
  - (2) **Allowable Sign Area Per Sign.** The area of any freestanding sign shall be included in the maximum allowed sign area per Table 305.09.
  - (3) **Architectural Treatment.** Freestanding signs shall be architecturally compatible in style, finish and color with the adjacent building or development. Structural supports, poles, angle bars, iron pipes, I-beams or similar structural members shall be architecturally encased with finished metal cladding, stucco, or similar material at least one foot in diameter, subject to approval by the Zoning Administrator as to proportion and architectural compatibility.
  - (4) **Landscaping.** Freestanding signs shall be placed within a landscaped planter with at least twenty-four (24) square feet of planting area. As a condition of any permit for a pole sign, additional landscaping of the property may be required where needed to better integrate sign appearance with the site through scale and softening effects.
  - (5) **Height**
    - a. A maximum of twenty (20) feet; thirty-five (35) feet within five hundred (500) feet of a freeway right of way. Pole signs shall have a minimum clearance of fourteen (14) feet over parking lots and driveways, and eight (8) feet over interior pedestrian walkways.
    - b. A maximum of twelve (12) feet in the CMX, CN and PO zone districts.
  - (6) **Projection.** Freestanding signs shall not project beyond the property line.

FIGURE 305.10(G): FREESTANDING SIGNS



(h) **Other Sign Types**

- (1) **Commercial Center Identification Signs.** One Commercial Center Identification sign per Center may be erected in the Commercial and Employment districts, subject to the following limitations:
  - a. *Allowable Areas.* The center shall consist of a commercial or industrial development with an integrated site and design plan creating a single unified development with four (4) or more uses.
  - b. *Area Not Counted.* The area of the sign shall not count towards the sign area allowed for the individual tenant space or building on the lot.
  - c. *Sign Area Allowed.* The maximum sign area may be no more than one (1) square foot for each linear foot of street frontage, but in no case shall the total sign area exceed two hundred (200) square feet. If more than one (1) entrance to the lot exists, the maximum sign area permitted will be divided among the number of entryways and signs requested.
  - d. *Sign Height.* The maximum sign height shall not exceed twenty (20) feet in the CMX, CN and PO zone districts; thirty-five (35) feet in all other Commercial and Employment zone districts.
  - e. *Sign Base.* The sign base is to be located within a planter box or planting area at least twenty-four (24) square feet in area and the design and location is to be approved by the Zoning Administrator.
- (2) **A-Frame/Sandwich Board Signs.** Temporary, portable A-frame or sandwich board signs may be erected in all nonresidential zone districts, subject to the following limitations:
  - a. *Area Not Counted.* The area of the sign shall not count towards the permissible sign area of the individual lot.
  - b. *Maximum Number of Signs.* One (1) A-frame/sandwich board sign per tenant space.
  - c. *Maximum Sign Area.* The total sign area shall not exceed a maximum of six (6) square feet per side.
  - d. *Location.* Such sign may encroach into the right of way up to two (2) feet from the property line provided there remains a five (5) foot wide walkable area when the sign is in place.
  - e. *Removal.* Such sign is to be removed during non-operational hours.
- (3) **Mobile Signs.** Signs pulled on a trailer or otherwise mounted to a vehicle may be allowed subject to the following limitations:
  - a. *Permit process.* Only three such signs shall be permitted at a given time. A party wishing to present signage in a mobile or semi-mobile manner may apply for a conditional use permit. The conditional use permit will be valid for a term of one year. The three terms will initiate on a rotational basis, beginning in January, May, and September of

each year. A lottery will be held in December, April, and August of each year for the respective terms.

- b. *Materials.* A mobile sign permitted per this section shall be developed of materials as prescribed in Section 305.07, and shall include any additional design considerations to assure that such signs are securely and safely affixed to the host vehicle in consideration of its use on local streets and roadways.
- c. *Size.* Signs may not exceed the height of the vehicle to which they are affixed by more than eighteen inches, and may not extend beyond the horizontal dimensions of the trailer on which they are mounted.
- d. *Exemptions.* Decals, paint, stickers, and similar treatments affixed directly to the exterior of the host vehicle, or to a trailer, are exempted from this ordinance, provided that:
  - 1. Lighting, changeable copy, and digital signs are not permissible exemptions.
  - 2. In order for signage on a trailer to be exempt, the trailer shall meet the standard minimum dimensions established by the U.S. Department of Transportation, Federal Highway Administration, in the Federal Size Regulations for Commercial Motor Vehicles.
- e. Signs placed or displayed on vehicles parked in a conspicuous location that do not otherwise suit the above noted exemptions shall be considered mobile signage and are subject to this section.

### **305.11 Temporary Signs**

The following types of temporary signs are permitted, provided that they conform to the standards of this section:

- (a) **Signs Associated with Non-Residential Uses:** Banners, handheld signs, portable signs and other similar temporary advertising devices shall be prohibited, except for business openings, special events, promotional events and new subdivisions being developed in the City and are subject to the following:
  - (1) A temporary sign permit shall be secured prior to the installation or display of any such sign. Issuance of a temporary sign permit may be contingent upon the overall permissible area available for temporary signs within a geographic area as identified in subsection (a)(6) of this section. In addition, the application would be reviewed in light of other temporary sign permit applications submitted for the same area, which may put such signs in conflict with subsection (a)(6) of this section.
  - (2) A temporary sign permit shall be granted for any one business or building for a period of three (3) calendar months. A temporary sign permit shall authorize the business to display a banner, handheld sign, portable sign or inflatable sign for the duration of the sign permit. A maximum of two (2) such signs may be permitted with a single application.

- (3) No more than one temporary sign permit shall be in effect simultaneously for any business.
  - (4) Each business shall be limited to a maximum of one (1) temporary sign permits in any calendar year. A temporary sign is not intended to be in lieu of a permanent sign. A temporary sign permit shall not be permitted longer than one (1) year before a permanent sign is installed.
  - (5) Each business shall be limited to a maximum of one temporary sign permit during a “going out of business sale,” or the equivalent in any calendar year.
  - (6) Unless otherwise authorized by a master sign program, freestanding temporary signs for multiple tenants of any one building, shopping center, office complex, or unified development shall be separated by a minimum of one hundred (100) feet.
  - (7) All banners, regardless of their ratio allowance of signage to linear building frontage, shall not exceed forty (40) square feet in size.
  - (8) A-frame signs are not considered temporary and as such do not apply to this section.
  - (9) No temporary sign shall be mounted on or above roofs or mansards or otherwise extend above a parapet wall or ridge line of a structure.
  - (10) During the period of time beginning sixty (60) days before a general, special, primary, or runoff election, and ending fifteen (15) days after such election, one additional temporary sign may be permitted without a temporary use permit, subject to the following size limitations:
    - a. Size Limitations in a Residential Zone District. The following size limitations apply:
      - 1. Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the General Plan.
      - 2. Eight (8) square feet of cumulative signage when located on private property with frontage on an Arterial or Collector Street as designated in the General Plan.
    - b. Size Limitations in a Non-Residential Zone District. The following size limitations apply:
      - 1. Sixteen (16) square feet of cumulative signage when located on private property.
      - 2. Four (4) square feet of cumulative signage when located within the public right of way.
- (b) **Signs Associated With Residential Uses.** On residential uses, non-illuminated temporary signs, with the size restrictions as specified below may be displayed at any time. However, during the period of time beginning sixty (60) days before a general, special, primary or runoff election, and ending fifteen (15) days after such election, the amount of display area may be doubled. Flags do not count toward the signage allowed under this provision.

- (1) *Size Limitations in a Residential Zone District.* The following size limitations apply:
    - a. Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the General Plan.
    - b. Eight (8) square feet of cumulative signage when located on private property with frontage on an Arterial or Collector Street as designated in the General Plan.
  - (2) *Size Limitations in a Non-Residential Zone District.* The following size limitations apply:
    - a. Sixteen (16) square feet of cumulative signage when located on private property.
    - b. Four (4) square feet of cumulative signage when located within the public right of way.
  - (3) *Violations.* Violation to any of the above regulatory conditions shall be deemed a public nuisance and may be summarily abated as such, and each day that such violation continues shall be regarded as a new and separate offense.
- (c) Developers of a new subdivision being developed in the City may be permitted signs subject to the following requirements:
- (1) One (1) sign per street frontage with a maximum of three (3) temporary signs may be permitted on the subdivision site in accordance with the following:
    - a. *Maximum Sign Area.* The maximum sign area may be no more than one hundred (100) square feet (total of all signs).
    - b. *Height.* A maximum of ten (10) feet
    - c. *Duration.* Signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the most recent building permit was issued for a new house within the subdivision.
    - d. *Letter of Agreement.* A Letter of Agreement from the property owners giving the City right of entry to remove signs in the event the above stipulations are not complied with shall be submitted to the Zoning Administrator prior to the issuance of a sign permit. If at any time the property on which the signs are located is sold, the signs shall be removed, or a new Letter of Agreement shall be submitted from the buyer to permit the signs to remain and granting the City right to enter the property and remove the signs.
  - (2) Up to four (4) off-site signs may be permitted in any zone, provided that:
    - a. *Maximum Sign Area.* The maximum sign area per sign may be no more than thirty-two (32) square feet.
    - b. *Height.* A maximum twelve (12) feet.

- c. *Duration.* Said signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the most recent building permit was issued for a new house within the subdivision.
- d. *Consent of Landowner.* A completed application form, including a notarized affidavit signed by each property owner of each site is required prior to issuance of a sign permit.

### **305.12 Permits Required; Review Process**

- (a) **Authority.** Unless otherwise stated, the Zoning Administrator shall review and approve all signs as specified in this chapter.
- (b) **Applicability.** Except for certain signs exempted in compliance with Section 305.05, Exempt Signs, no sign shall be erected, re-erected, constructed or altered (excluding change of copy on a can or cabinet sign) without Zoning Administrator approval and a building permit is issued by the Building Division.
- (c) **Applications for Filing, Processing and Review**
  - (1) *Applicant.* Sign owners or their designees shall apply for Building Permits for signs that require them.
  - (2) *Filing and Filing Fee.* Application for such permits shall be made upon forms furnished by the Zoning Administrator and accompanied by the required fee and working drawings adequate to show the location, construction and design, including colors, materials, lighting, electrical elements, and advertising copy, of the sign in accordance with applicable sign design guidelines and the linear footage of building frontage owned or leased by the business
  - (3) *Compliance with Standards.*
    - a. Upon acceptance of a sign application, the Zoning Administrator shall review the request for compliance with the locational and operational standards identified in this chapter, and with any standards established in a Master Sign Program pursuant to Section 305.13, Master Sign Program.
    - b. The Zoning Administrator's decision shall clearly state any conditions of approval or reasons for disapproval and applicable appeal provisions.
- (d) **Appeals.** Decisions by the Zoning Administrator may be appealed subject to the provisions of Chapter 612, Appeals.

### **305.13 Master Sign Program**

- (a) **Purpose.** The purpose of a Master Sign Program is to provide a method for an applicant to integrate the design and placement of signs within a project with the overall development design to achieve a more unified appearance. It is not the intent

of this section to be used solely to request relief from the sign regulations in order to circumvent any requirements or purpose of this chapter.

- (b) **Applicability.** A Master Sign Program may be processed for any development. However, shown below are examples of when a Master Sign Program may be most appropriate:
  - (1) Nonresidential developments of three (3) or more separate tenants that share either the same parcel or structure and use common access and parking facilities (e.g., shopping centers, malls, office complexes and industrial parks); or
  - (2) Developments with multiple structures with limited frontage or no frontage on a public street; or
  - (3) Businesses conducted primarily outside of a building; or
  - (4) New multi-family residential developments of one hundred (100) or more units, or
  - (5) Other developments where the strict application of the sign code unduly restricts the allowable signage that can be located on the parcel.
- (c) **Application.** Master Sign Program applications shall contain all written and graphic information needed to fully describe the proposed sign program, including the proposed location and dimension of each sign, as well as proposed color schemes, font types, materials, methods of attachment or support, and methods of illumination. A Master Sign Program application shall also include calculation of total allowed sign area, and total proposed sign area, for the site.
- (d) **Allowable Modifications.** A Master Sign Program may provide for additional sign area and other deviations from the standards of this chapter, provided that the Master Sign Program is consistent with the sections on design principles and general standards.
- (e) **Review Authority.** All Master Sign Programs are subject to review and approval of the Zoning Administrator, unless the signs are associated with a project that requires City Council review and approval; then the City Council shall review and approve it as part of the overall project approval.
- (f) **Required Findings.** In order to approve a Master Sign Program, the decision-making body shall find that all of the following are met, in addition to other applicable regulations in this section:
  - (1) The proposed signs are compatible in style and character with any building to which the signs are to be attached, any surrounding structures and any adjoining signage on the site;
  - (2) Future tenants will be provided with adequate opportunities to construct, erect or maintain a sign for identification;
  - (3) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access; and

- (4) Use of the Master Sign Program provides a more desirable functional and aesthetic appearance than would otherwise be provided by standard code requirements.
- (g) **Lessees to Be Informed of Master Sign Program.** Lessees within developments subject to the requirements of an approved Master Sign Program shall be made aware of the Master Sign Program in their lease.
- (h) **Revisions to Master Sign Programs.** Revisions to an approved Master Sign Program shall be approved by the Zoning Administrator.

#### **305.14 Nonconforming Signs**

- (a) All legal nonconforming signs are permitted to remain unless they are subject to a permit condition or development agreement providing for their removal after a fixed period of time.
- (b) Any changes to legal nonconforming signs or their structures in terms of location, orientation, size, or height other than routine maintenance and repair or change of sign copy shall require the signs to be brought into conformance with this chapter.
- (c) A legal nonconforming sign loses its legal nonconforming status when the activity, product, business, service, or other use which was being advertised has ceased or vacated the premises for one hundred eighty (180) days, at which time it shall be considered an abandoned sign, subject to the requirements of Section 305.07(c), Abandoned Signs.

#### **305.15 Abatement and Removal of Illegal Signs**

- (a) **Authority to Abate.** The City has the authority to abate illegal and abandoned signs.
- (b) **Illegal Signs in the Public Right-of-Way.** Illegal signs posted in the public right-of-way or upon public property may be removed by the Zoning Administrator or officer without notice or hearing. Signs shall be retained by the City for a period of not less than thirty (30) days if identifiable. Thereafter, any unclaimed signs may be discarded.
- (c) **Recovery of Costs.** When the City is required to remove illegal or abandoned signs in compliance with this chapter, the reasonable cost of the removal may be assessed against the owner of the sign(s).
- (d) **Sign Removal**
  - (1) Any sign, including its supporting structure, which no longer identifies the current occupant or products currently sold, or which otherwise fails to serve its original purpose, or is not maintained in a safe, presentable, and good condition, including the replacement of defective parts, painting, repainting, and cleaning, shall be removed by the owner of the property within 30 calendar days after written notice to do so from the Building Division.



- (2) Any sign which the Building Division establishes as unsafe or unsecure shall be corrected or removed, together with all supporting structures, by the owner of the property upon which the sign is located within thirty (30) days after written notice by the Building Division.
- (3) Such notice shall state the location of the sign, the nature of the violation, and/or the manner in which the sign constitutes a public nuisance. The notice also shall require the removal or other abatement of the sign before the date specified in the notice. Further, the notice shall state that failure to comply may result in the removal of the sign by the City and that the cost of such removal may be imposed on the owner of the property. The notice shall also include instructions for the filing of an appeal of the determination of the Zoning Administrator that the sign is in violation of this chapter or constitutes a public nuisance. Such notice shall be served by posting on the property on which the sign is located and by registered or certified mail delivery, postage prepaid to the owner of the property, and, if known, the owner of the sign.
- (4) After the periods specified in paragraphs (1) and (2) above, the Building Division may cause such sign to be removed, and the cost of such removal shall become a lien against the property.
- (5) If a hazardous condition exists, the condition shall be corrected forthwith upon notice by the Building Division.

If an appeal is received prior to the date specified in the notice, abatement proceedings shall be suspended, and any deadlines shall be suspended, pending the outcome of such appeal.



## CITY COUNCIL AGENDA – AUGUST 19, 2025

**SUBJECT:** Consideration of Additional Funds for the Main Street Reconstruction Project - Decorative Street Light Poles Restoration

**SOURCE:** Engineering and Project Management

**COMMENT:** As part of the ongoing Downtown Main Street rehabilitation, the decorative streetlight poles need recoating or replacement. Based on coordination with Southern California Edison (SCE), the average cost to recoat each pole is \$1,800, while replacement averages \$10,000 per pole. SCE does not have the capacity to perform recoating work, so the City would need to contract separately for this service.

There are approximately 97 decorative streetlight poles in the project area. The City's existing painting subcontractor, who recently completed similar work on City-owned signal poles and bollards, has provided a not-to-exceed estimate of \$175,000 to recoat all poles. The contractor's past work met quality standards and was completed on schedule. Funding is available from Measure I to cover these costs.

Staff has identified three potential approaches for City Council consideration:

**1. Sole Source with Existing Contractor** – Authorize an addendum to the existing painting subcontract to include the recoating of all decorative streetlight poles at a not-to-exceed cost of \$175,000. Given the contractor's familiarity with the project, this option would allow work to begin immediately upon contract amendment and could be completed in an estimated 60 days. This approach would help ensure completion well in advance of the City's planned downtown revitalization events and the upcoming 100th/250th anniversary celebrations.

**2. Request for Proposals (RFP)** – Authorize staff to prepare and release an RFP to solicit competitive bids for the recoating work. While this process could potentially result in a lower overall project cost, it is anticipated to take an additional 90 to 120 days to complete procurement, contractor selection, and project mobilization. This timeline may push project completion closer to, or beyond, key anniversary events.

**3. Hybrid Approach** – Authorize the existing contractor to recoat a limited number of high-visibility poles in the downtown core immediately, while simultaneously issuing an RFP for the remaining poles. This would allow some improvements to be in place before the anniversary celebrations, while still offering the opportunity to explore competitive pricing for the remainder of the work. The hybrid approach is estimated to add 60–90 days to full project completion compared to the sole source option, due to the procurement process, but would allow for early visible improvements.

In evaluating these options, Council should consider the trade-off between potential cost savings and the urgency of completing visible downtown enhancements in advance of the City’s planned anniversary celebrations.

RECOMMENDATION: That the City Council provide direction to staff on one of the following options:

1. Authorize a sole source contract amendment with the City’s existing painting subcontractor to perform the recoating of all decorative streetlight poles at a not-to-exceed cost of \$175,000, with funding from Measure I; or
2. Authorize staff to prepare and issue a Request for Proposals for the recoating work to solicit competitive bids, with the intent of identifying potential cost savings; or
3. Authorize a hybrid approach in which the existing contractor immediately recoats a limited number of high-visibility poles, while staff issues an RFP for the remainder of the poles.

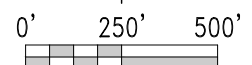
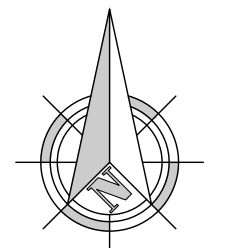
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: Richard Tree, Interim City Manager



SCALE: 1" = 500'

CITY OF PORTERVILLE  
ENGINEERING DIVISION  
291 NORTH MAIN STREET  
PORTERVILLE, CA. 93257  
(559) 782-7462

MAIN STREET  
MORTON AVE. TO OLIVE AVE.

|            |           |
|------------|-----------|
| DRAWN BY   | GG        |
| CHECKED BY | SW        |
| SCALE      | 1" = 500' |
| DATE       | 8/14/2025 |

SHEET  
1  
OF  
1