CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 21, 2026, 5:30 PM

The City of Porterville provides members of the public the opportunity to attend and participate in City Council meetings both in person and remotely.

City Council Meeting will be livestreamed (viewing only) on YouTube at:
https://www.youtube.com/@cityofporterville4149

Members of the public may also participate remotely via Zoom using the following information:

Please use the following link below to join the webinar:
https://us06web.zoom.us/j/89455524759?pwd=QRF1MTVfzFR9YuXUJ0NoB0w0hXwoyR.1

Or via Telephone: 1-669-900-6833 Webinar ID: 894 5552 4759 Passcode: 862101

Persons attending the meeting remotely will have the opportunity to provide public comment during the designated public comment periods. To request to speak, click the "Raise Hand" button in the Zoom webinar or, if participating by telephone, press *9 to raise your hand. When it is your turn to speak, you will be prompted to unmute your microphone and will be asked to state your name for the record before providing your comments.

Public comments submitted remotely will be accepted in the same manner as comments from individuals attending the meeting in person and will be subject to the same time limits, rules of decorum, and meeting procedures established by the City Council.

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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Richard Tree and Yuliana Andrade. Employee Organizations: Management and Confidential Series, and Unrepresented.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Luciano Moreno. Agency claimed against: City of Porterville.

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

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

Pledge of Allegiance Led by Mayor Meister

Invocation

COUNCIL COMMENTS

PRESENTATIONS

Freedom Fest Presentation

REPORTS

This is the time for all committee/commission/board reports.

I. City Commission and Committee Meetings

1. Animal Control Commission - July 8, 2026

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.

COUNCIL COMMENTS

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. Authorization to Purchase Components to Upgrade the Traffic Signal at Prospect Street and Henderson Avenue

Re: Consideration to authorize the purchase of traffic signal video detection system components from Econolite in an amount not to exceed $72,356 for the Prospect Street and Henderson Avenue intersection upgrade, funded through the Fiscal Year 2026-2027 Capital Improvement Program - Signs and Signals Upgrade Budget.

2. **Authorization to Purchase Additional Fare Validators from Token Transit**
Re: Consider the approval of an agreement with Token Transit for the purchase and installation of five (5) additional fare validators and related equipment in an amount not to exceed $25,650, authorize the annual software maintenance and support cost of $1,700, and appropriate funding from Federal Transit Administration (FTA) Grant No. 6260-2024-2 and Local Transportation Funds (LTF).

3. **Authorization to Purchase Replacement Hydraulic Pump for Refuse Truck No. 6612**
Re: Council to consider the purchase of a replacement hydraulic pump for Refuse Vehicle No. 6612 from Ray Gaskin Service in an amount not to exceed $11,656.21, funded through the Refuse Equipment Maintenance Budget.

4. **Authorization to Purchase Four (4) Compressed Natural Gas (CNG) Refuse Trucks**
Re: Authorize the purchase of four (4) compressed natural gas (CNG) refuse trucks from Coast Counties Peterbilt through the Sourcewell Cooperative Purchasing Program in an amount not to exceed $1,985,729.30, including applicable taxes, fees, and a ten percent (10%) contingency for unforeseen costs, and authorize funding from the Solid Waste Reserve Fund.

5. **Authorization to Purchase Motor Grader**
Re: Council to consider the purchase of one (1) John Deere 772P Motor Grader from Pape Machinery through the Sourcewell Cooperative Purchasing Program in an amount not to exceed $329,952.26, funded through the Street Division Equipment Replacement Budget.

6. **Authorization to Purchase Equipment Trailer for the Water Department**
Re: Authorize the purchase of one equipment trailer from Coast Counties in an amount not to exceed $172,517.36, inclusive of applicable fees and a 10% contingency, and authorize funding from the Water Department Equipment Replacement Fund.

7. **Authorization to Purchase Repair Parts for Influent Pump**
Re: Authorize the purchase of replacement Flygt influent pump repair parts from Shape Incorporated in an amount not to exceed $17,734.56, inclusive of freight and applicable taxes, with funding from the Wastewater Treatment Facility Operating Budget.

8. **Authorization to Replace Laboratory HVAC Unit**
Re: Council to consider the replacement of the City Laboratory HVAC unit by Tam-N-TJ'z Cooling-N-Heating Inc. in an amount not to exceed $22,833.25, funded through the Fiscal Year 2026-2027 Sewer Enterprise Fund Budget.

9. **Ratification of Emergency Air Conditioning Repairs – Porterville Animal Control Facility**
Re: Council to ratify the emergency expenditure of $9,903.00 for air conditioning repairs at the Porterville Animal Control Facility, authorize payment to EMCOR Services in the amount of $9,903.00 for the completed emergency repairs, and fund the repairs from the Police Department Equipment Replacement Fund.

10. Authorization to Pay Invoice for Emergency Repairs to Fire Department Ladder Truck Unit 2195

Re: Consider authorizing payment to Hi-Tech Emergency Vehicle Services in the amount of $8,551.43 for repairs completed to Fire Department Ladder Truck Unit 2195, funded through the Fire Department Apparatus Maintenance Budget.

11. Authorization to Advertise for Bids for Transit Center Lobby Renovation

Re: Authorize staff to advertise for bids for the Transit Center Lobby Renovation Project. The project is anticipated to be funded with approximately $187,402.40 (80%) from the Federal Transit Administration's Section 5307 Program and approximately $46,850.60 (20%) from Local Transportation Funds.

12. Award of Contract for the Villa Street Phase 2 Culvert Project

Re: Council to consider awarding the Villa Street Phase 2 Culvert Project generally located at Porter Slough along Villa Street, to MAC General Engineering, Inc. in the amount of $1,300,493.27, authorize a 10% construction contingency in the amount of $130,049.30, authorize $130,049.30 for construction management, surveying, quality control, and inspection services.

13. Award Contract for Bus Shelter Graphics Installation

Re: Council to consider an agreement with 2Market Visuals in the amount of $13,917.69 for the fabrication and installation of laminated anti-graffiti vinyl graphics for the City's bus shelters, funded through a manufacturer credit.

14. Acceptance of Project - Main Street Reconstruction, Phase 2B

Re: Council to accept the Main Street Reconstruction, Phase 2B Project located between Olive Avenue and Garden Avenue as complete and authorize the City Clerk to file the Notice of Completion.

15. Authorization to Advertise a Request for Proposals (RFP) for Federal Advocacy Services

Re: Council to consider the authorization to advertise a Request for Proposals for Federal Advocacy Services.

16. Authorization to Distribute a Request for Proposals (RFP) for Fourth and Fifth Year Permanent Local Housing Allocation (PLHA) Program Funding

Re: Council to consider authorizing the distribution of a Request for Proposals (RFP) for the allocation of $519,058 in Fourth and Fifth Year Permanent Local Housing Allocation (PLHA) Program funding to support eligible housing and homelessness assistance programs.

17. Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services

Re: Consideration to authorize staff to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.

18. Authorization to Redistribute a Request for Qualifications (RFQ) for Escrow and Title Services and Extension of the Existing Agreement with First American Title

Re: Consideration to authorize staff to redistribute the Request for Qualifications (RFQ) for on-call escrow and title services and approve the extension of the existing Professional

Services Agreement with First American Title until the City Council awards a new agreement following completion of the RFQ process.

19. **Approval of Resolution Authorizing Fiscal Year 2025-2026 Regional Surface Transportation Program Exchange Fund Claim**
Re: Consideration to adopt a Resolution authorizing submission of the Fiscal Year 2025-2026 Regional Surface Transportation Program Exchange Fund Claim to the Tulare County Association of Governments in the amount of $436,651.

20. **Authorization to Contract with Response Training Group for Tractor-Drawn Aerial Train-the-Trainer Program**
Re: Council to consider authorizing the Fire Department to enter into an agreement with Response Training Group (RTG) in an amount not to exceed $27,263 to provide a Tractor-Drawn Aerial (TDA) Train-the-Trainer Program, funded through the Fire Department's Instructor Service Agreement (ISA) Training Account.

21. **Authorization to Upgrade Wastewater Treatment Facility SCADA Communication Equipment**
Re: Council to consider an agreement with Telstar Instruments in an amount not to exceed $27,318 for replacement of the Wastewater Treatment Facility SCADA communication equipment, funded through the Wastewater Treatment Facility Capital Reserve Fund.

22. **Authorization to Schedule a Public Hearing to Consider Amendments to Porterville Municipal Code Chapter 2, Article IV, Relating to the Code Enforcement Section**
Re: Council to consider the scheduling of a public hearing for the August 4, 2026, City Council meeting to consider the first reading of an ordinance amending Chapter 2, Article IV of the Porterville Municipal Code relating to the creation of the Code Enforcement Section within the Planning and Engineering Department and the modernization of the City's code enforcement authority.

23. **Authorization to Schedule a Public Hearing to Consider Amendments to Chapter 15 of the Porterville Municipal Code Relating to the Administrative Transfer of Business License Functions.**
Re: Consideration to schedule a public hearing for the August 4, 2026, City Council meeting to consider the first reading of an ordinance amending Chapter 15 of the Porterville Municipal Code relating to the administrative transfer of Business License functions from the Finance Department to the Planning and Engineering Department.

24. **Authorization to Execute an Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans)**
Re: Council to consider the adoption of a Resolution authorizing the Mayor and City Manager to execute the 2026 Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans) establishing cost-sharing responsibilities for traffic signals, roadway lighting, and related electrical facilities located on State highways within the City.

25. **Authorization to Execute Temporary Construction Easement for Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2**

Re: Council to consider the acceptance of the Letter of Intent establishing the principal terms for a Temporary Construction Easement with the Friant Water Authority for the Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2, and authorize the City Engineer to negotiate and execute the Temporary Construction Easement Agreement.

26. Authorization to Execute a Work for Others (WFO) Agreement with the California Department of Transportation (Caltrans) for the Intersection of Olive Avenue, Porter Road, and Cloverleaf Street

Re: Council to consider the adoption of a Resolution authorizing the Mayor and City Manager to execute a Work for Others (WFO) Agreement with the California Department of Transportation (Caltrans) for the operation, maintenance, and repair of the traffic signal and safety lighting at the intersection of Olive Avenue, Porter Road, and Cloverleaf Street.

27. Approval of Assignment of Airport Hangar Lease – Lot 30 A-1, A-2, and A-3

Re: Consideration to approve the Assignment of Lease for Airport Hangar Lot 30 A-1, A-2, and A-3 to Royal Helicopter Services, LLC, and authorize the Mayor to execute the Lessor's Consent to Assignment of Lease Agreement.

28. Authorization to Roll Unpaid Utility Accounts to the 2026-2027 Property Tax Roll

Re: Council to consider the adoption of a Resolution ordering the placement of unpaid water, sewer, and solid waste utility accounts totaling $93,027.50 on the Fiscal Year 2026-2027 Tulare County property tax roll for collection.

29. Sewer Utility District Annual Assessments – Fiscal Year 2026-2027

Re: Consideration to adopt Resolutions approving the Fiscal Year 2026-2027 annual assessments for Sewer Utility Districts Areas 455, 456, 458, and 459 and authorizing submission of the assessments to the Tulare County Auditor-Controller for placement on the Fiscal Year 2026-2027 property tax roll.

30. North Friant-Kern Canal Turnout and Basin Project Cost Sharing Agreement

Re: Consider the adoption a Resolution authorizing the Mayor and City Manager to execute a Cost Sharing Agreement with the Porterville Irrigation District for the North Friant-Kern Canal Turnout and Basin Project.

31. Selection of On-Call Engineering and Surveying Services Consultants

Re: Consider the approval of the establishment of an on-call list for engineering and surveying services, authorize the Planning and Engineering Director to negotiate and execute professional services agreements with the selected firms, authorize execution of individual task orders, and authorize payment upon satisfactory completion of authorized work.

32. Approval of Community Civic Event Application for the "El Grito! Fun Run"

Re: Consideration to approve the Community Civic Event Application submitted by the Association of Mexican American Educators for the "El Grito! Fun Run" to be held on Saturday, September 12, 2026, from 6:30 a.m. to 12:00 p.m.

33. Approval of Classification Adjustment Within the Public Works Department

Re: Consider the approval of the reclassification of the Chemist I position to Lab Technician II, subject to completion of the meet and confer process.

34. Authorization of Additional Funding to Complete the City Council Chambers Renovation Project

Re: Consideration to authorize an additional appropriation of $5,751.47 from the City Council Budget to complete the City Council Chambers Renovation Project, approve the proposal from CORE Business Interiors in the amount of $5,751.47 for fabrication and installation of the "E PLURIBUS UNUM" signage, and authorize the City Manager, or designee, to execute all documents necessary to complete the project.

35. Approve the Mayor's Request to Prepare a Courtesy Water Leak Adjustment Program

Re: Consider the approval of the Mayor's request to direct staff to prepare and return with a proposed Courtesy Water Leak Adjustment Program for residential and commercial utility customers for City Council consideration at the August 4, 2026, regular City Council meeting.

36. Approve Councilmember Beltran's Request to Prepare a Mobile Home Park Rent Stabilization Ordinance

Re: Consideration to approve Councilmember Beltran's request to direct staff to prepare and present a proposed Mobile Home Park Rent Stabilization Ordinance for City Council consideration at the next regular City Council meeting.

37. Approve the Vice Mayor's Request to Prepare Amendments to the Unauthorized Camping Ordinance to Strengthen Protection of Public Spaces and Critical Infrastructure

Re: Consideration to approve the Vice Mayor's request to direct staff to prepare and present proposed amendments to Article VII of Chapter 18 of the Porterville Municipal Code regulating unsafe and unauthorized camping and storage of personal property for City Council consideration at the next regular City Council meeting.

38. Approve Councilmember Green's Request to Prepare a Electric Bicycle Ordinance

Re: Consider the approval of Councilmember Green's request directing staff to prepare a proposed ordinance regulating electric bicycles within City parks and on City-owned multi-use trails and to develop public education materials regarding California electric bicycle laws, including the minimum rider age and helmet requirements for Class 3 electric bicycles.

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

PUBLIC HEARINGS

39. Landscape and Lighting Maintenance District

Re: Conduct the required public hearing and consider the adoption of a Resolution ordering the continued maintenance of the Landscape and Lighting Maintenance Districts, confirming the Engineer's Report, and approving the Fiscal Year 2026-2027 assessments.

SCHEDULED MATTERS

40. City Council Meetings Order of Business

Re: Discuss the City Council Order of Business, provide policy direction regarding any desired modifications, and direct staff to return with any requested amendments for future City Council consideration.

41. Declaration of Heritage Community Center Property and Adjacent Parking Lot Property as Exempt Surplus Under the Surplus Land Act

Re: Consider the adoption of Resolutions declaring the Heritage Community Center property located at 256 E. Orange Avenue, and the adjacent parking lot property, including the public access area extending north toward Olive Avenue, exempt surplus under the Surplus Land Act to facilitate a proposed property exchange with the Porterville Unified School District.

42. Rescission and Replacement of Election Resolutions for Proposed City Charter Amendments

Re: Consider the adoption of resolutions rescinding Resolution No. 44-2026 and Resolution No. 45-2026 and approving replacement resolutions submitting proposed amendments to City Charter Sections 61 (Local Control of Public Works and Procurement Authority) and 16 (Vacancies in Office) to the voters at the November 3, 2026 General Municipal Election, incorporating the required voter information guide text, official newspaper designation, and passage requirements.

43. Approval of Community Civic Event Application – For the Kidz Global Corporation Farmers Market and Direction to Develop a Special Event Cost Recovery Policy

Re: Consideration to approve the Community Civic Event Application submitted by For the Kidz Global Corporation for a recurring Farmers Market at Centennial Plaza every Sunday from August 9, 2026, through December 27, 2026.

AB 1234 REPORTS

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

1. Tulare County Taskforce on Homelessness - June 17, 2026
2. Downtown Porterville Committee Meeting - June 25, 2026
3. Library Facility Planning Committee Meeting - June 25, 2026
4. Local Initiatives Navigation Center Committee (LINC) - July 1, 2026
5. Tule East Groundwater Sustainability Agency (TEGSA) - July 1, 2026
6. Tule River Improvement JPA - July 6, 2026
7. Mighty 190 Meeting - July 13, 2026
8. Tulare County Taskforce on Homelessness - July 15, 2026

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 August 4, 2026, 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.

SUBJECT: Authorization to Purchase Components to Upgrade the Traffic Signal at Prospect Street and Henderson Avenue

SOURCE: Transportation

COMMENT: The traffic signal at the intersection of Prospect Street and Henderson Avenue is a critical component of the City's transportation network. The intersection has experienced failure of the pavement-embedded inductive loop detection system, preventing proper traffic signal operation for one direction of travel and requiring corrective action.

Although replacing the damaged inductive loops would restore signal operation, two additional approaches to the intersection are scheduled for roadway rehabilitation during Fiscal Year 2026-2027. That work would require removal and replacement of newly installed loops, resulting in unnecessary duplicate construction costs. Staff therefore recommends upgrading the intersection to the City's current video detection standard rather than repairing infrastructure that will soon be removed.

Staff recommends purchasing the required equipment directly from Econolite on a sole-source basis. Econolite is the manufacturer of the City's existing traffic signal detection equipment and provides components that are fully compatible with the City's current signal cabinets, controllers, software, and maintenance practices. Procuring equipment from another manufacturer would require modifications to the existing traffic signal infrastructure, increase maintenance complexity, and reduce system standardization. Purchasing directly from Econolite also provides manufacturer support, warranty coverage, and continued compatibility with the City's existing traffic signal network.

The proposed project includes replacement of the existing inductive loop detection system with video detection technology, new traffic signal cabinet components, video detection cameras, pedestrian push buttons, and related equipment necessary to modernize the intersection. Converting the intersection to video detection will reduce future maintenance costs, eliminate the need for pavement cuts associated with loop replacement, improve reliability, and simplify future roadway rehabilitation projects.

City staff will perform the installation using City forces, significantly reducing project costs while allowing the intersection to be restored to full operation in a timely manner.

Econolite has submitted a quotation in the amount of $65,778.18. Staff is requesting authorization in an amount not to exceed $72,356, which includes the quoted equipment cost, applicable taxes, and a ten percent (10%) contingency for unforeseen material costs or tariff adjustments identified by the manufacturer. Funding for the project is available through the Fiscal Year 2026-2027 Capital Improvement Program - Signs and Signals Upgrade Budget.

RECOMMENDATION: That the City Council authorize the purchase of traffic signal video detection system components from Econolite in an amount not to exceed $72,356, including applicable taxes and a ten percent (10%) contingency.

ATTACHMENTS:

1. Econolite Quote – Prospect Street and Henderson Avenue Traffic Signal Upgrade

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Quotation

7/8/2026

To:

Bryan Searle City of Porterville	Quote Name: Intersection Quote - Prospect @ Henderson Project Reference: Econolite Reference: Q-57701-446A

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	STCAB3889	1	332 ANOD HYBRID PORTERVILLE NO PHASE SELECTORS, NO LS INCLUDES THE FOLLOWING: 1 332 CAB ALUM ANOD 1 FILTER PM 332 12 X 16 X 1 1 332 DUAL FAN PNL 2 CABINET LOCK, W/ SHIM AND GASKET 1 332 DRAWER 4 33X LED LIGHT ASSEMBLY 1 LED POWER SUPPLY ASSEMBLY 4 ANCHOR BOLT, 18 X 3/4 X 2.5, GALVANIZED STEEL DETECTION 1 DET RACK, 16 LOOP, TS2 W/EVP, RACK 2 1 PCA 16 LOOP DET INTERFA, TS2 D/AD PLUG-INS 6 FLASH TRANSFER RELAY, COIL VOLTAGE LED 1 MODULE, POWER SUPPLY, RACK, MOUNT, SF 1 SMART MONITOR, MMU2-16LEip, NEMA LCD MANAGEMENT UNIT 2 FLASHER, SOLID STATE, 170 SPEC, SAFETRAN LABELING, EDI 204-SF SUB-ASSEMBLIES 1 PDA HYBRID, SSR 3 HALF-WIDE, BUS INTF UNIT 1 CABLE, CCA1 CONTROLLER, TO POWER BUSS 6 HARNESS, SDLC, DB 15, 6 FT 1 HARNESS, SDLC, DB, 15, 1 FT, 1 SHLD 1 PANEL, POWER/AUX, ACP340, 332 HYBRID 1 INPUT PANEL, 332 HYBRID 1 SERVICE PANEL, 332 HYBRID 1 CHASSIS, OUTPUT, LOADBAY, 16FPB, 33X HYBRID, 16 FPB 1 MANUAL SWITCH, SPST, 72" L, RECTRACTABLE, COILED	$275.32	$17,027.00	$17,027.00
2	31095G12	12	LOAD SWITCH DUAL IND TSC MODEL 300 OI	$0.00	$58.10	$697.20

Quotation

3	COBGRM2210 0000000000	1	COBALT G-SERIES RM 33X C1, JP4 POS 2-3 EOS, WITH PWR CORD, 8MB DATAKEY, NO COMM	$184.26	$5,380.80	$5,380.80
	AUTOSCOPE VISION 4-APPROACH INTERSECTION	1	AUTOSCOPE VISION 4-APPROACH INTERSECTION INCLUDES LINE ITEMS 4-9	$959.03	$25,620.00	$25,620.00
4	AVISION	4	SENSOR, VIDEO, VISION			
5	205-1031-501 AMBKTM11S	4	ASSY, EASY BRACKET, AUTOSCOPE			
6	1175-011	1,000	CABLE,ROUND,3 COND, 1000' 18 AWG,BLACK POLYETHYLENE JCKT			
7	A700-1166-01 AVCM	1	ASSY, ACP, PRIMARY MODEL AVCM			
8	33550G5	1	ASSY,CABLE, CNTRLR TO A/SCOPE TS2-RS485			
9	FSR-SVC-DET	1	DETECTION TURN-ON LABOR; INCLUDES 4 HOURS OF FSR SUPPORT			
10	171-1369-502	1	ASSY, GPS, 16X, W/DB25 CABLE	$1.59	$319.20	$319.20
11	Polara 2 Wire iNS29VN1-G PPB	8	Polara 2 Wire iNS29VN1-G PPB	$0.00	$713.73	$5,709.84
12	Polara 2 Wire iCCU-S2 Shelf Mount Control Unit w/ICB & Cables	1	Polara 2 Wire iCCU-S2 Shelf Mount Control Unit w/ICB & Cables	$0.00	$4,063.33	$4,063.33

Subtotal	$58,817.37
Shipping & Handling*	$100.00
Taxes**	$5,440.61
Tariffs**	$1,420.20
TOTAL	$65,778.18

Quotation

Any tariff amount shown is an estimate of the tariff fee based on information available as of today's date. Econolite will pass through all tariff fees in effect at the time of shipment, which may be different from the tariff amount set forth herein and on the order acknowledgment.

Unless specifically requested by the customer and noted on this quotation, the product(s) quoted herein may not comply with any BABA Act (Build America/Buy America) requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 60
FOB: Econolite Factory
Terms: NET30
*Ship Terms:
**Taxes and Tariffs Estimated (if included)

Corey Kelly
Corey Kelly, Senior Account Executive
Mobile: 714-273-4912
ckelly@econolite.com

Shipping Date: To be determined at time of receipt of order

SUBJECT: Authorization to Purchase Additional Fare Validators from Token Transit

SOURCE: Transportation

COMMENT: Porterville Transit currently utilizes Token Transit fare validators throughout its fleet to provide passengers with a modern, contactless fare payment system. The City previously purchased fourteen (14) fare validators to support transit operations.

On February 7, 2025, the City ordered nine (9) new compressed natural gas (CNG) transit buses as part of its ongoing fleet replacement program. As staff prepares for delivery and deployment of the new buses, five (5) additional fare validators are required to fully equip the fleet and maintain consistent fare collection capabilities across all transit vehicles.

Staff recommends procuring the additional fare validators from Token Transit on a sole-source basis. The City currently utilizes the Token Transit fare collection platform and associated fare validators throughout its transit fleet. The proposed equipment is proprietary to the existing fare collection system and must be fully compatible with the City's current hardware, software, administrative platform, and passenger mobile payment application. Procuring equipment from another manufacturer would require replacement of the existing fare collection system or implementation of a separate, incompatible system, resulting in unnecessary costs, operational inefficiencies, and an inconsistent customer experience. Accordingly, staff has determined that Token Transit is the only vendor capable of providing equipment fully compatible with the City's existing fare collection infrastructure.

Token Transit submitted the attached proposal for the purchase and installation of five (5) HID VAL100 fare validators, mounting hardware, two (2) Cradlepoint routers, and related installation services. The proposal also includes a five-year warranty on the validators, software support, shipping, and installation services necessary for operation of the fare collection system.

The total project cost is $25,650, which includes five fare validators, installation services, mounting hardware, two Cradlepoint routers, router installation, shipping, and a five-year warranty. Annual software maintenance

and support costs are $1,700, resulting in a total first-year project cost of $27,350.

The project will be funded through Federal Transit Administration (FTA) Grant No. 6260-2024-2, which will provide 80 percent ($21,880), with the remaining 20 percent ($5,470) funded through Local Transportation Funds (LTF) as the required local match.

Approval of this purchase will allow Porterville Transit to equip the new buses with the same fare collection technology currently utilized throughout the fleet, ensuring a consistent customer experience while maintaining operational efficiency.

RECOMMENDATION: That the City Council approve an agreement with Token Transit for the purchase and installation of five (5) additional fare validators and related equipment in an amount not to exceed $25,650, and authorize the annual software maintenance and support cost of $1,700.

ATTACHMENTS: 1. Token Transit – Validators (Hardware & Software) Proposal

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Token Transit

Token Transit
2261 Market Street STE 5999
San Francisco, CA 94114
415-918-6770

Token Transit Quote

Submitted on 6/09/26

Token Transit Contact

Tamara Lima
tamara@tokentransit.com
415-529-3668 Ext 802

Project Name

Fare Collection with Token Transit

Quote for

Validators (Hardware & Software) and Routers with Installation; Mounting Kits

To:

Porterville Transit

Quote Valid Until

August 1, 2026

Payment Term

Upfront net 30 days for one-time costs, prior to ordering and manufacturing hardware.

ONE-TIME PAYMENTS

Description	Unit Price (USD)	Qty	Total price
Token Transit Validators			
HID VAL100 units for installation	$2,250.00	5	$11,250.00
HID VAL100 spare unit	$2,250.00	0	$0.00
* Token Transit Validators include a 5 year warranty, mounting plates, shipping and tariffs			
Token Transit Validator Installation			
Fully managed installation services for HID VAL100s	$1,300.00	5	$6,500.00
On-site validator placement review & sign-off (optional)	Included	-	-
On-site installation including travel	Included	-	-
Standard mounting hardware kits	Included	-	-
Token Transit Mounting Hardware Kits (no installation)			
Validator Install Kit (includes stanchions, wiring harness, fastener devices, fuses, wire loom, cable ties, fuse links, connector, molex junior fit pins) with shipping	$400.00	4	$1,600.00
IBR17005G 3-Year Netcloud Cradlepoint Router			
Cradlepoint 3-Year NetCloud Mobile Essentials Plan and IBR1700 Router with WiFi (1200Mbps modem) and 5G modem (requires 4FF SIM) upgrade for IBR1700 North America (no AC power supply or antennas included)	$2,400.00	2	$4,800.00
Cradlepoint Router Installation and Setup			
Fully managed installation services for Cradlepoint Routers. Includes all labor and ancillary materials.	$750.00	2	$1,500.00

ANNUALLY RECURRING PAYMENTS

Description	Unit Price (USD)	Qty	Total price
Token Transit Validator (HID VAL100) Software Maintenance and Support	$850.00	2	$1,700.00

Maintenance & support of the Validator Software and Fare Engine that powers the unified system of Agency's fare policies, rider accounts, fare media, and pass validations	Included
Maintenance & Support of Administrative Portal related to validator data and management	Included
Includes all software updates to the Validator Software and Fare Engine and Administrative Portal	Included
Dedicated Customer Success Manager to project manage installation, implementation, transition, maintenance, and other agency-focused support (includes bi-weekly to monthly meetings during the project implementation phase)	Included

YEARLY TOTALS

Year 1 (one time payment)	$25,650.00
Year 1 (annually recurring cost) *	$1,700.00
Year 1 Total Cost	$27,350.00

* Annually recurring payments for software service will align and begin with the Agency's Target Service Launch Date.

Approved Name/Title:

Approved Date:

Signature:

Token Transit

Token Transit
2261 Market Street STE 5999
San Francisco, CA 94114
415-918-6770

Please provide contact information for the shipment of hardware validators.

Shipping Address

Name of the person in charge of receiving the shipment

Email of the person in charge of receiving the shipment

Phone number of the person in charge of receiving the shipment

SUBJECT: Authorization to Purchase Replacement Hydraulic Pump for Refuse Truck No. 6612

SOURCE: Transportation

COMMENT: Vehicle No. 6612 is a 2023 Peterbilt automated side-loading residential refuse truck used in the City's residential solid waste collection program. The vehicle has experienced failure of its hydraulic pump, a critical component that powers the automated side-loading collection system. Until the pump is replaced, the vehicle cannot be returned to service for residential refuse collection.

Staff recommends procuring the replacement hydraulic pump on a sole-source basis. The hydraulic pump is a proprietary component specifically designed for the vehicle's automated side-loading refuse collection system and is available only through Ray Gaskin Service, the authorized Peterbilt refuse truck distributor and manufacturer representative. Utilizing original equipment manufacturer (OEM) parts ensures compatibility with the existing hydraulic system, maintains manufacturer specifications, and protects the long-term reliability of the vehicle. Accordingly, staff has determined that a competitive solicitation would not provide a meaningful benefit to the City.

Ray Gaskin Service provided an estimate of $10,596.55, including applicable sales tax. Staff is requesting authorization in an amount not to exceed $11,656.21, which includes a ten percent (10%) contingency to address freight charges or any unforeseen costs associated with procurement of the replacement component. Funding for the repair is available within the Refuse Equipment Maintenance Budget.

Replacement of the hydraulic pump represents the most cost-effective solution and will restore the vehicle to full operational service while maximizing the remaining useful life of a relatively new refuse truck, protecting the City's investment and maintaining reliable residential refuse collection services.

RECOMMENDATION: That the City Council authorize the purchase of a replacement

hydraulic pump for Refuse Vehicle No. 6612 from Ray Gaskin Service in an amount not to exceed $11,656.21, inclusive of parts, applicable taxes, freight, and a ten percent (10%) contingency.

ATTACHMENTS: 1. Ray Gaskin Service Estimate

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Ray Gaskin Service

14572 Rancho Vista Drive
Fontana, CA 92335

Estimate

Date	Estimate #
7/8/2026	6201

Name / Address
City of Porterville 291 N. Main St. Porterville, CA 93257

P.O. No.

Item	Description	Qty	Rate	Total
133067	Pump Assy, Frt Mnt, Tandem Vane, ASL, 35/31		9,699.36	9,699.36T

Subtotal	$9,699.36
Sales Tax (9.25%)	$897.19
Total	$10,596.55

SUBJECT: Authorization to Purchase Four (4) Compressed Natural Gas (CNG) Refuse Trucks

SOURCE: Transportation

COMMENT: The City's adopted Fleet Replacement Program includes replacement of four aging refuse trucks that have reached the end of their useful service life. The proposed purchase consists of two automated side loaders, one front loader, and one roll-off truck that are essential to maintaining reliable residential and commercial refuse collection services.

Staff utilized the Sourcewell Cooperative Purchasing Program, a nationally competitive cooperative purchasing program that satisfies the City's purchasing requirements while allowing public agencies to obtain competitively solicited pricing, reduce procurement time, and achieve volume purchasing discounts.

Quotations were obtained through the Sourcewell Cooperative Purchasing Program from Coast Counties Peterbilt and Municipal Maintenance Equipment (MME) for diesel and compressed natural gas (CNG) powered refuse trucks. After reviewing the proposals, Coast Counties submitted the lowest total purchase price for each comparable vehicle type. MME did not submit a comparable proposal for the roll-off truck, preventing a complete fleet comparison. The total purchase prices are summarized below.

Vendor	**Diesel Fleet**	**CNG Fleet**
Coast Counties	$1,506,896.95	$1,805,208.58
Municipal Maintenance Equipment	Non Responsive	$1,939,181.96

The comparable CNG fleet requires an additional initial investment of approximately $298,311.63 over the diesel fleet.

Staff then evaluated the estimated 10-year fuel costs for each alternative using current fuel prices, anticipated annual mileage, and an estimated 10-year

service life.

Vehicle	Diesel Fuel Cost	CNG Fuel Cost	Fuel Savings
Side Loader	$238,204.51	$139,885.20	$98,319.31
Front Loader	$230,115.60	$135,135.00	$94,980.60
Roll-Off	$434,569.82	$255,200.40	$179,369.42
Total	**$902,889.93**	**$530,220.60**	**$372,669.33**

Although the CNG fleet requires an additional initial investment of approximately $298,000, the estimated 10-year fuel savings of approximately $373,000 more than offset the increased acquisition cost, resulting in an estimated net lifecycle savings of approximately $74,000 when compared to diesel-powered vehicles.

In addition to the projected lifecycle savings, selecting CNG-powered vehicles maintains consistency with the City's existing refuse fleet, allows continued use of the City's existing CNG fueling infrastructure, reduces fleet emissions, and minimizes operational impacts associated with transitioning to a different fuel source.

Staff also evaluated battery-electric refuse trucks as part of the fleet replacement analysis. Current quotations indicate that comparable electric side loaders range from approximately $537,000 for a 2024 model to approximately $862,000 for a 2027 model, substantially exceeding the purchase price of comparable diesel and CNG vehicles. While electric refuse truck technology continues to evolve, current acquisition costs, charging infrastructure requirements, vehicle availability, and operational considerations do not support implementation at this time. Staff will continue monitoring technological advancements, grant funding opportunities, infrastructure availability, and market pricing and will reevaluate electric refuse trucks as future replacement options when they become more economically competitive.

Based on the total cost of ownership analysis, staff recommends purchasing the CNG-powered refuse trucks as they provide the best overall long-term value while utilizing the City's existing CNG fueling infrastructure and maintaining reliable refuse collection services.

The purchase of the four (4) compressed natural gas (CNG) refuse trucks is identified in the City's Fiscal Year 2026-2027 Capital Improvement Program. Funding for the project is available through the Solid Waste Reserve Fund.

RECOMMENDATION: That the City Council authorize the purchase of four (4) compressed natural gas (CNG) refuse trucks from Coast Counties

Peterbilt through the Sourcewell Cooperative Purchasing Program in an amount not to exceed $1,985,729.30, including applicable taxes, fees, and a ten percent (10%) contingency for unforeseen costs.

ATTACHMENTS:

1. CC CNG Frontloader
2. CC CNG Rolloff
3. CC CNG Sideloader
4. CC Diesel Frontloader
5. CC Diesel Rolloff
6. CC Diesel Sideloader
7. CC EV Sideloader 2024
8. CC EV Sideloader 2027
9. MME CNG Frontloader
10. MME CNG Sideloader
11. MME Diesel Frontloader w-SH
12. MME Diesel Sideloader
13. MME CNG Rolloff

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01215
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: CNG **VIN:**
Axles: 4 GCWR: 60000

New 2027 Peterbilt 520
BodyType: Refuse Front Loader
AMREP-AMHFLPO22 - FL HARDOX / ELIPTICAL

Price:	**$227,006.00**
	$179,361.55
Per Unit:	**$406,367.55**

Total Price	**$406,367.55**
Tire Fee	$17.50
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$37,439.10
BPA Fee	$37.00
Total	**$443,946.15**

* SOURCEWELL DEAL
* Primary payment of $227,006.00 per unit
* FLOORING WILL BE CHARGED AT THE RATE OF $56.85 PER DAY IF PRIMARY PAYMENT IS NOT WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$315,286
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$88,280
Maximum Sourcewell Chassis Price:	$227,006
Price offered to the customer (Cab & Chassis):	$227,006
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$37,579
BODY PRICE (IF APPLICABLE)	$179,362
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$443,946

CHASSIS #	INSERT CHASSIS #

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 FL Amrep CNG
Description 2:	Amrep - A-1

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Commercial Front Loader / Push-out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.V.W.R. (lbs):	64000
G.C.W. (lbs):	72350

Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0

Maximum Grade:	6
Wheelbase (in):	195
Overhang (in):	100
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	194.9
Cab to EOF (in):	294.9
Overall Comb. Length (in):	352.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095380	O	**Commercial Front Loader / Push-out**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200691	O	**A-1 Alternative Fuel Systems Natural** Gas Fuel System Assembler	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**247**
0611790	O	**Aluminum Frame Rail Crossmembers** Excludes suspension	281	**-60**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	407	**210**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1390540	O	**Dust Shields, Cam Brakes, Front Axle**	31	**4**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1601126	O	**Hendrickson EXS13 Self-Str Tag** 13.5K Lb, Includes (1) Air Tank	11,813	**1,114**
1607052	O	**52in Tag Axle Spacing** From Centerline of Rear Drive Axle	0	**0**
1615240	O	**PHP10 Aluminum Preset PLUS Hubs, Cast Drums** With a 13,500 lbs. or 20,000 lbs. self-steering tag axle.	0	**0**
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1660000	O	**Dust Shields For Cam Brakes, Drive Axle(s)**	73	**4**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1680550	O	**Upsize Parking Brakes**	236	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1685400	O	**Lift Axle Regulator(s) Brkt Mtd Frame** Switch(s) & Gauge(s) in driver info display	263	**8**
1685450	O	**Lift And Lock** Hendrickson Lift and Lock, steerable tag axles only. Required on all Hendrickson SC13 and SC20 tag axles. Optimizes performance by protecting the tag axle functions.	439	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1706500	O	**Ratio 6.50 Rear Axle**	0	**0**
1824400	O	**Hendrickson HMX EX 400 40,000 Lbs., 54"** Haulmaax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,506	**-108**
1911200	O	**Steel Suspension Insert Over 77" Overhang**	361	**-239**

Sales Code	Std/ Opt	Description	$ List	Weight
Engine & Equipment				
2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 100...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve N21370 P059 64....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	24,403	**-70**
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092009	O	**Typical Operating Speed 58 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	**-1,352**
3381860	O	**Exhaust 90 Degree Diffuser**	153	**0**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250470	U	**Allison RDS, Pkg 225**	0	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	**0**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
5430801	O	**TG:(2)AP 14ply 295/75R22.5 EnduCombi RA** (1) self-steering tag axle.	1,545	**255**
5443002	O	**TG: (2) Accur Steel Armor 50291PK 22.5X8.25** (1) self-steering tag axle.	547	**168**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5653080	O	**CNG Body Mounted Cabinet Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
Battery Box & Bumper				
6021500	S	**Steel Space Saver Battery Box LH Back Of Cab**	0	**0**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				

Sales Code	Std/ Opt	Description	$ List	Weight
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7788057	U	**24 Months SmartLINQ Subscription**	0	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7851580	O	**Front Cab Guard, Painted Black**	490	**15**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8070930	O	**Tag Axle Pressure** Located in Digital Cluster Display	73	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
9408930	O	**PDI At CVS Location**	110	**0**
9408936	O	**Frame Layout Identical to Previous Chassis** ***Narr*** *118343*	550	**0**
Miscellaneous				
9409055	O	**State Of Registry: California**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$315,286
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$1,942
Total Weight (lbs)	17,109

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

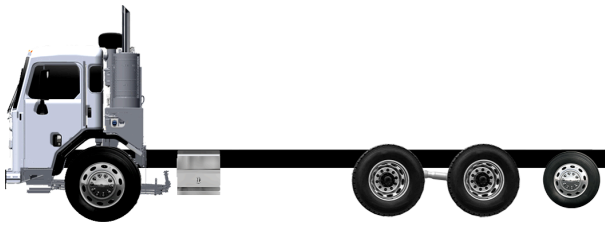
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Amrep Inc . 1555 S. Cucamonga Ave. Ontario, California 91761	1

Requested Schedule Dates

Date	Quantity
7/16/2026	1

FRAME RAKE

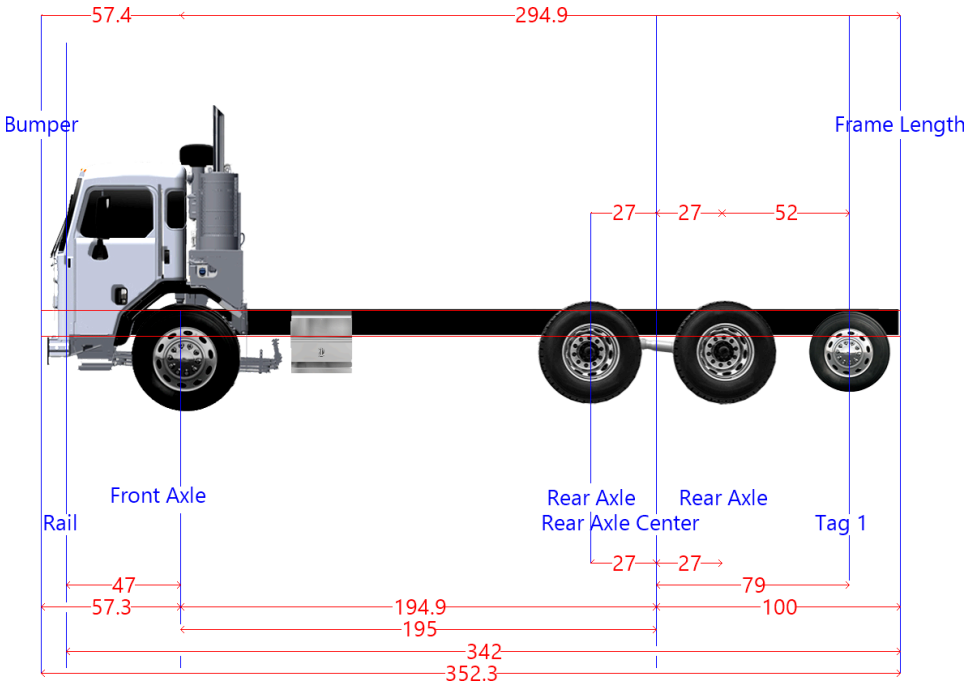


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114040	Taper Leaf Springs, Shocks 23,000 lb	10.1	12.6
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**41.0**	**44.3**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**0.6**	**0.5**
		Frame Rake Slope (%)	**0.3**	**0.3**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	168	222
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	294.9	0.1	295
Cab to Rear Axle	194.9	0.1	195
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	342	-47	295
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	294.9	0.1	295
Overall Length	352.3	-57.3	295
Overhang	100	195	295
Pusher Offset #1	0	168	195
Pusher Offset #2	0	168	195
Pusher Offset #3	0	168	195
Tag Offset	79	195	222
Wheelbase	195	0	195

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114040	Taper Leaf Springs, Shocks 23,000 lb	23,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	23,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220520	FF: Alcoa 89U637 22.5 X 9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523330	Dana Spicer DSH44 44,000 lb, High Performance 44	44,000
Hubs, Drums	1616300	PHP10 Iron PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

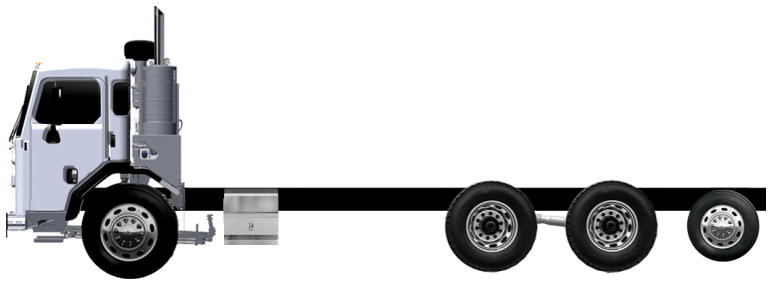
GCWR (lbs)	72,350
Min	72,350
Max	80,000

The Gross Combination Weight Rating rating cannot exceed 80000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 21 in. from the centerline of the drive axle(s)."

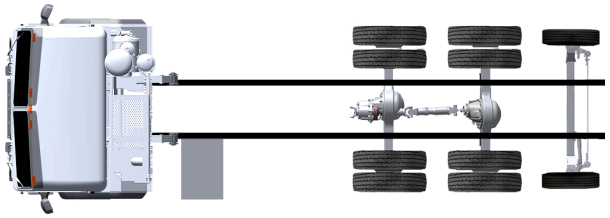
Lift Axles Down ☑

Weight (lbs)	Front	Rear	Tag 1	Total
Chassis	9394	6178	0	15572
Lift Axle	0	0	1537	1537
Tools/Driver	423	-48	0	375
Fuel & DEF	0	0	0	0
Max Payload	10183	33870	10813	54866
Auxiliary Payload	0	0	0	0
Total	20000	40000	12350	72350
Specify Ground Load	20000	40000	12350	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **195** inches
Overhang measurement: **100** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 195)

Sales Code	Description	Length	Side
5532010	No Fuel Tank/Fuel System Provided, CNG Only	0	??
6021500	Steel Space Saver Battery Box LH Back Of Cab	25.1	Left

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 72350
Quote/DTPO/CO:	QUO-1269131-B9R9S9
Engine:	2056321 L9N 320@2000 GOV@2200 1000@1300 HHDD
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523330 Dana Spicer DSH44 44,000 lb, High Performance 44
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	25.93
2.21	12.19

Engine RPM:	1200	1300	1400	1600	1800	2000	2100	2200
Gross Torque:	925	1000	1000	947	893	840	750	668
Net Torque:	838	909	911	864	816	768	685	609
Net HP:	191	225	243	263	280	292	274	255

RAX-Ratio: 6.5

Gear Ratios: TRN (1): 4.7								
Speed (MPH):	4.7	5.1	5.5	6.3	7.1	7.9	8.3	8.7
Grade (%):	20.7	22.6	22.6	21.3	20.1	18.8	16.6	14.7
Gear Ratios: TRN (2): 2.21								
Speed (MPH):	10.1	10.9	11.8	13.4	15.1	16.8	17.6	18.5
Grade (%):	9.2	10.0	10.0	9.5	8.9	8.3	7.4	6.5
Gear Ratios: TRN (3): 1.53								
Speed (MPH):	14.6	15.8	17.0	19.4	21.9	24.3	25.5	26.7
Grade (%):	6.1	6.7	6.7	6.3	5.9	5.6	4.9	4.3
Gear Ratios: TRN (4): 1								
Speed (MPH):	22.3	24.1	26.0	29.7	33.4	37.1	39.0	40.9
Grade (%):	3.8	4.1	4.1	3.9	3.6	3.4	2.9	2.5
Gear Ratios: TRN (5): 0.76								
Speed (MPH):	29.3	31.8	34.2	39.1	44.0	48.9	51.3	53.8
Grade (%):	2.7	3.0	3.0	2.8	2.6	2.4	2.1	1.8
Gear Ratios: TRN (6): 0.67								
Speed (MPH):	33.3	36.0	38.8	44.4	49.9	55.4	58.2	61.0
Grade (%):	2.3	2.5	2.5	2.4	2.2	2.0	1.7	1.5

Engine RPM:	1200	1300	1400	1600	1800	2000	2100	2200
Gross Torque:	925	1000	1000	947	893	840	750	668
Net Torque:	838	909	911	864	816	768	685	609
Net HP:	191	225	243	263	280	292	274	255

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: TM-060926.01-FEL-R1
Date: 6/9/2026, 2:02:48 PM
Sales Rep: Taylor Mattson (TM)
Title: RSM - West
Email: tmattson@wastequip.com

NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote

Bill To

COAST COUNTIES PETERBILT
1740 N 4TH ST
SAN JOSE, CA 95112
Contact: Glen
Phone: (559) 355-7165
Email: Catalina

Ship To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586

WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMHFLPO22 - FL HARDOX / ELIPTICAL

Terms: Payment: Net 45 Days Delivery: TBD

Body

Furnish and Install: One (1) Amrep Hardox Front Loader Full Push Out AMHFLPO-22 on Your 4-Axle Cab & Chassis See Standard Specification Sheet - 22' Elliptical Body Style - 42 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material:
Hopper Lower: 4mm Hardox AR450, 175,000 PSI Steel
Body Lower: 4mm Hardox AR450, 175,000 PSI Steel
Body Upper: 1/8" Hardox AR450, 175,000 PSI Steel
Wear Plates: 3/16" Hardox AR450, 175,000 PSI Steel
Packer: 88" Full Packer Blade with Full-Push Out
Hopper: Large Street Side Service Door with Hydraulic Lockout
Arms: 8000lb Weld on Arms and Fixed 1-1/4" Side Pocket Forks
Canopy: Fixed Weld on Canopy
Controls: Single Joystick in Cab LH Side, Dual Lever Controls Outside LH Side

Warranty: Standard 12 Month Warranty on Workmanship and Materials

Options and Accessories

Description	Qty	Unit	Line Total
Base Body Price	1	$131,461.14	$131,461.14
Warranty - Standard 12 Month Warranty on Workmanship and Materials	1	$0.00	$0.00
Fire Extinguisher, 20 lb. with Bracket	1	$453.41	$453.41
Spill Kit, 5 Gal Bucket With Mounting Bracket	1	$125.00	$125.00
Working Lights - (1) Hopper & (1) Packer Area	1	$710.00	$710.00
AWTI 2-Camera System - (1) Hopper & (1) Reverse	1	$3,425.00	$3,425.00
A-1 75DGE Roof-Mount CNG System	1	$43,187.00	$43,187.00

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

Quote

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote #: TM-060926.01-FEL-R1
Date: 6/9/2026, 2:02:48 PM
Sales Rep: Taylor Mattson (TM)
Title: RSM - West
Email: tmattson@wastequip.com

NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote

Bill To

COAST COUNTIES PETERBILT
1740 N 4TH ST
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Contact: Glen
Phone: (559) 355-7165
Email: Catalina

Ship To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586

WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model	AMHFLPO22 - FL HARDOX / ELIPTICAL

Terms:	Payment: Net 45 Days Delivery: TBD

Notes

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Pricing Summary

Per Unit Subtotal	$179,361.55
Subtotal	$179,361.55
Sales Tax (0%)	$0.00
FET (12%)	$0.00
Transportation	$0.00
TOTAL QUOTE AMOUNT	$179,361.55

Customer Signature

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01216
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: CNG **VIN:** **New 2027 Peterbilt 520** **Price:** **$253,517.00**

Axles: 3 GCWR: 80000 **BodyType: Roll Off**

AMREP-AMROH22 - Roll Off 60K 22ft / 24ft Capacity $110,045.86

Per Unit: **$363,562.86**

Total Price	**$363,562.86**
Tire Fee	$17.50
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$33,461.85
BPA Fee	$37.00
Total	**$397,164.21**

*SOURCEWELL DEAL
* Primary payment of $253,517.00
* FLOORING WILL BE CHARGED AT THE RATE OF $63.26 PER DAY IF PRIMARY PAYMENT IS NOT PAID WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$352,107
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$98,590
Maximum Sourcewell Chassis Price:	$253,517
Price offered to the customer (Cab & Chassis):	$253,517
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$33,601
BODY PRICE (IF APPLICABLE)	$110,046
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$397,164

CHASSIS #	INSERT CHASSIS #

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 Rolloff CNG
Description 2:	Copy of 520 Rolloff diesel

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Other Commodity

Body

Type:	Roll-Off
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.V.W.R. (lbs):	60000
G.C.W. (lbs):	60000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	60
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	269.9
Overall Comb. Length (in):	327.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091200	O	**Other Commodity**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095090	O	**Roll-Off**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200691	O	**A-1 Alternative Fuel Systems Natural** Gas Fuel System Assembler	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**160**
0601500	O	**Full Steel Inner Liner**	1,054	**659**
0620500	O	**Frame Components Bolted IPO Huck Fastened**	91	**0**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523310	O	**Dana Spicer DSH40 40,000 lb, High Performance 40** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-1,010	**-342**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680525	O	**Pneumatic Park Brake**	0	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1704630	O	**Ratio 4.63 Rear Axle**	0	**0**
1824400	O	**Hendrickson HMX EX 400 40,000 Lbs., 54"** Haulmaax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,506	**-108**
Engine & Equipment				
2059252	O	**X15N 450@1900 GOV@1900 1850@1100** (2024 Emissions) N21350 C121 58....Maximum Accelerator Vehicle N21370 C128 58....Maximum Cruise Control Speed N21460 C132 1400..PTO Maximum Engine Speed N21520 C133 5.....Idle Shutdown Timer N21610 C188 39....Idle Shutdown Cold Ambient A N21620 C189 60....Idle Shutdown Intermediate A N21630 C190 80....Idle Shutdown Hot Ambient Ai N21550 C206 35....Idle Shutdown Percent Engine N21340 C209 100...Maximum Vehicle Speed N21510 C225 YES...Idle Shutdown with Parking B N21450 C231 NO....Gear Down Protection N21570 C233 NO....Idle Shutdown Manual Overrid N21440 C234 YES...Engine Protection Shutdown N21480 C238 NO....Cruise Control and Engine Br N21470 C239 NO....Cruise Control Auto-Resume N21430 C333 0.....Driver Initiated OverrideMax N21410 C334 0.....Driver Initiated Override Ma N21590 C382 YES...Idle Shutdown Hot Ambient Au N21500 C395 3.....Green House Gas Automatic En N21530 C396 YES...Idle Shutdown Warning Period N21540 C397 60....Idle Shutdown Warning Period N21320 C399 100...Green House Gas Vehicle Spee	77,537	**946**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21400 C400 252...Driver Initiated Override Re N21420 C401 10....Green House Gas Vehicle Spee N21330 C402 0.....Green House Gas Vehicle Spee		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092012	O	**Typical Operating Speed 55 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723220	O	**18.7 CFM Air Compressor** X15 and X15N	311	**0**
2812020	O	**Jacobs Compression Brake, ISX12N** Features a dedicated cam lobe design for optimum power and three-stage engine brake operation. Includes 2 switches: A 2-position on/off engine switch. As well as a 3- position up, down, hold range selector switch.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	**-1,352**
3387650	O	**36" Single Standpipe** L9N Engine Only	0	**0**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250660	U	**TC-571 Torque Converter**	0	**0**
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	**11**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256730	O	**Allison 5-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4610925	U	**Non-Self Returning Brake Hand Valve**	23	**0**
4612800	O	**Trailer Hand Valve, Column Mounted Controls**	25	**0**
4612900	O	**AE Connection EOF, 7-Way Socket, Connection EOF** Strapped to the rail	784	**15**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	587	**-94**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	**0**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	**0**
~~5556130~~	~~O~~	~~**26" Aluminum 80 Gallon Fuel Tank LH BOC**~~	~~249~~	**13**

Sales Code	Std/ Opt	Description	$ List	Weight
		Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.		
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0	**0**
5653070	O	**CNG / LNG Frame Rail Mounted Tank Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	0	**0**
Battery Box & Bumper				
6010570	O	**Aluminum Space Saver Battery Box RH BOC**	659	**-11**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**

Sales Code	Std/ Opt	Description	$ List	Weight
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	24	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	66	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7788056	U	**24 Months SmartLINQ Subscription With OTA**	0	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901140	O	**Backup Alarm (87-112 DB)** Variable adjusting	129	**6**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				

Sales Code	Std/ Opt	Description	$ List	Weight
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
9408930	O	**PDI At CVS Location**	110	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. ***Narr*** *118340*	1,500	**0**

Miscellaneous

9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$352,107
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$2,093
Total Weight (lbs)	17,151

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

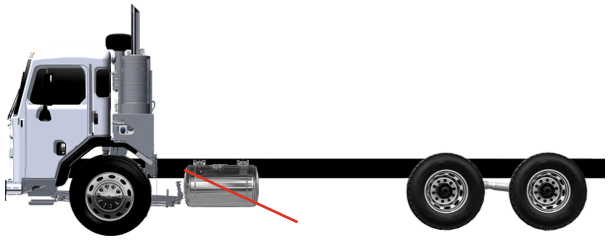
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Amrep Inc . 1555 S. Cucamonga Ave. Ontario, California 91761	1

Requested Schedule Dates

Date	Quantity
7/16/2026	1

FRAME RAKE

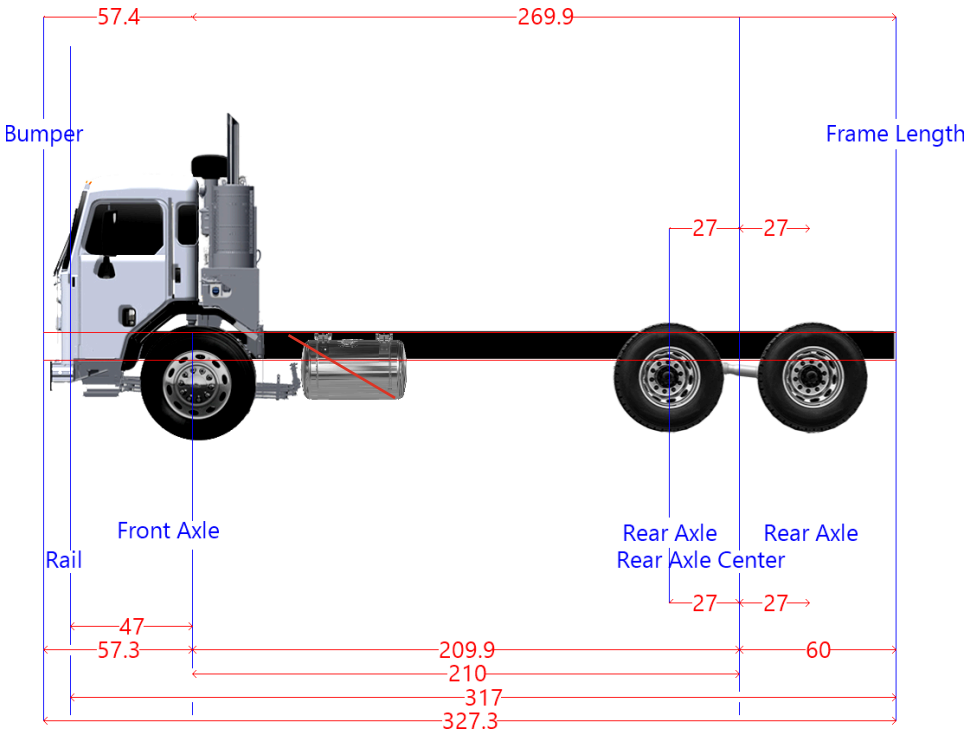


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	7.4	9.7
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**38.3**	**41.4**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**3.3**	**3.4**
		Frame Rake Slope (%)	**1.6**	**1.6**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	183	237
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	269.9	0.1	270
Cab to Rear Axle	209.9	0.1	210
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	317	-47	270
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	269.9	0.1	270
Overall Length	327.3	-57.3	270
Overhang	60	210	270
Pusher Offset #1	0	183	210
Pusher Offset #2	0	183	210
Pusher Offset #3	0	183	210
Tag Offset	0	210	237
Wheelbase	210	0	210

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	20,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220530	FF: Alcoa 89U647 22.5X9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523310	Dana Spicer DSH40 40,000 lb, High Performance 40	40,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

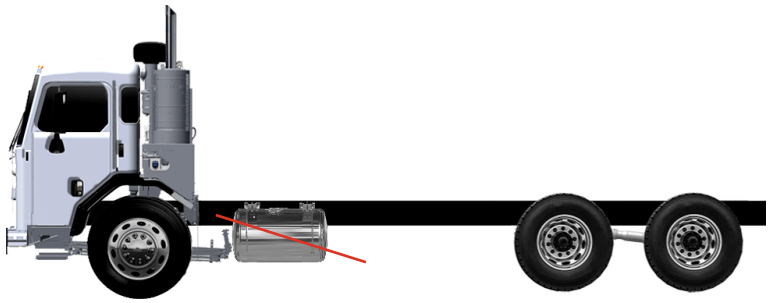
GCWR (lbs)	60,000
Min	#VALUE!
Max	#VALUE!

#VALUE!

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



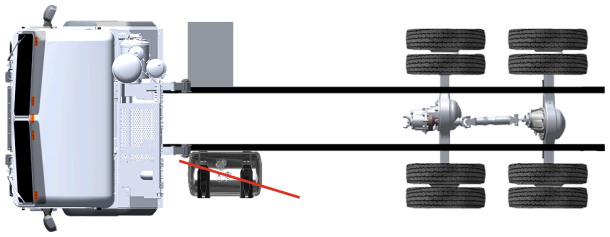
Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 43 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	10545	6605	17150
Tools/Driver	420	-45	375
Fuel & DEF	473	172	644
Max Payload	8563	33268	41831
Auxiliary Payload	0	0	0
Total	20000	40000	60000
Specify Ground Load	20000	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **210** inches
Overhang measurement: **60** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 210)

Sales Code	Description	Length	Side
5532010	No Fuel Tank/Fuel System Provided, CNG Only	0	??
5655069	DEF Tank 520, 7.3 Gal	25	Left
5556130	~~26" Aluminum 80 Gallon Fuel Tank LH BOC~~	40.95	Left
6010570	Aluminum Space Saver Battery Box RH BOC	25.1	Right

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-1269337-Q1N1G5
Engine:	2059252 X15N 450@1900 GOV@1900 1850@1100
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523310 Dana Spicer DSH40 40,000 lb, High Performance 40
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	31.47
2.21	14.80

Engine RPM:	600	650	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900
Gross Torque:	738	738	1018	1485	1682	1785	1850	1850	1818	1750	1615	1514	1425	1346	1244
Net Torque:	642	645	908	1347	1534	1633	1696	1698	1670	1608	1484	1391	1309	1237	1143
Net HP:	73	80	121	205	263	311	355	388	413	429	424	424	424	424	413

RAX-Ratio: 4.63

Gear Ratios: TRN (1): 4.7															
Speed (MPH):	3.3	3.6	3.9	4.4	5.0	5.5	6.1	6.7	7.2	7.8	8.3	8.9	9.4	10.0	10.5
Grade (%):	13.2	13.3	19.1	29.4	34.0	36.6	38.2	38.3	37.5	35.9	32.8	30.5	28.5	26.7	24.5
Gear Ratios: TRN (2): 2.21															
Speed (MPH):	7.1	7.7	8.3	9.4	10.6	11.8	13.0	14.2	15.3	16.5	17.7	18.9	20.1	21.2	22.4
Grade (%):	5.8	5.8	8.5	13.0	14.9	16.0	16.6	16.7	16.4	15.7	14.4	13.5	12.6	11.9	10.9
Gear Ratios: TRN (3): 1.53															
Speed (MPH):	10.2	11.1	11.9	13.6	15.3	17.0	18.7	20.5	22.2	23.9	25.6	27.3	29.0	30.7	32.4
Grade (%):	3.8	3.8	5.7	8.7	10.1	10.8	11.2	11.2	11.0	10.6	9.7	9.1	8.5	8.0	7.3
Gear Ratios: TRN (4): 1															
Speed (MPH):	15.6	16.9	18.3	20.9	23.5	26.1	28.7	31.3	33.9	36.5	39.1	41.7	44.3	46.9	49.5
Grade (%):	2.2	2.2	3.4	5.5	6.3	6.8	7.1	7.1	6.9	6.7	6.1	5.7	5.3	5.0	4.5
Gear Ratios: TRN (5): 0.76															
Speed (MPH):	20.6	22.3	24.0	27.4	30.9	34.3	37.7	41.2	44.6	48.0	51.5	54.9	58.3	61.8	65.2
Grade (%):	1.5	1.5	2.5	4.0	4.6	5.0	5.2	5.2	5.1	4.9	4.5	4.1	3.8	3.6	3.3
Gear Ratios: TRN (6): 0.67															
Speed (MPH):	23.4	25.3	27.2	31.1	35.0	38.9	42.8	46.7	50.6	54.5	58.4	62.3	66.2	70.1	73.9
Grade (%):	1.3	1.3	2.1	3.4	4.0	4.3	4.5	4.5	4.4	4.2	3.8	3.6	3.3	3.1	2.8

Engine RPM:	600	650	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900
Gross Torque:	738	738	1018	1485	1682	1785	1850	1850	1818	1750	1615	1514	1425	1346	1244
Net Torque:	642	645	908	1347	1534	1633	1696	1698	1670	1608	1484	1391	1309	1237	1143
Net HP:	73	80	121	205	263	311	355	388	413	429	424	424	424	424	413

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Warnings

Critical Warnings

Customers who finance a new Peterbilt through PACCAR Financial may be eligible for select warranty or rebate programs. Please consult your local PFC representative for eligibility details

Strong Suggestions

You have selected California as the state of registry which requires CARB warranty and CARB clean idle label.
You have selected Allison FuelSense not desired. Peterbilt encourages to take advantage of this programing. Allison FuelSense see TSB 14-109.
Please ensure you have the correct Natural Gas Mounting and/or Cabinet Height selected and narrated if applicable.

Warnings

Option content is subject to final applications review.
The muffler protrudes 26" into the loadspace. Take this into consideration when determining your loadspace. Note: Formula to calculate usable cab to axle space is the wheelbase minus 26".
20,000 lb. non-driving steer axles with dual steering require a minimum disc wheel load rating of 8,000 lb. Disc wheels with a load rating of less than 8,000 lb. are not strong enough to withstand steering loads.
Cummins remote PTO and throttle provisions (2140150) are useful for refuse body builders. It is an easy way for them to access throttle and PTO circuits without having to cut into the cab harness. Visit the Air & Trailer: Body Interface section to select the appropriate option.

Informational Messages

Rear steel wheels are white by standard. Accuride black wheels in-place of white (5410280) or Accuride grey wheels in-place of white (5410290) are available. Peterbilt does not offer custom paint for steel wheels. Visit the Tires & Wheels: Wheel Miscellaneous section to select an appropriate option.
The standard black chassis paint will receive a twelve (12) month warranty or 100,000 miles (whichever comes first). Off-road/severe service orders or applications will be limited to a 90-day chassis paint warranty or 25,000 miles (whichever comes first).

Peterbilt recommends fuel tank heaters for chassis to be used in cold climates. Visit the Tankbox workscreen to select an appropriate option.
All orders are subject to review by Peterbilt Engineering for frame strength.
Many states have adopted California Air Resource Board (CARB) standards. You should consult with the environmental and law enforcement agencies in your state and states where the truck will operate about compliance with the CARB idling regulation and SmartWay designation. Compliance with the CARB regulation will require the addition of code 2140200 to your order. Visit the Vocational Analysis: CARB Compliance section to select the appropriate option.

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: AH-061226.01-RO-R1
Date: 6/12/2026, 10:36:34 AM
Sales Rep: Antonio Hernandez (AH)
Title: RSM - West Hoists
Email: anthernandez@wastequip.com

NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote

Bill To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586
Email: bspry@ci.porterville.ca.us

Ship To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586

WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMROH22 - Roll Off 60K 22ft / 24ft Capacity

Terms: Payment: Net 45 Days Delivery: TBD

Body

Furnish and Install: One (1) AMREP Roll-Off Model AMRO-H-22 Mounted On Your 3 Axle Cab & Chassis With The Following:
Base Model: 22' Reeving System - Up to 24' Box Capacity 12" x 4" x 3/8" Roll Off Frame Rail Spacing 34" 7/8" x 75' Roll Off Cable (3) Rollers Per Side Adjustable Hooks (For Shorter Boxes) (2) Hoist Cylinders 5 1/2 x 3 x 62 5/8" (2) Reeving Cylinders 6" x 3 x 83 5/8" Chelsea PTO Commercial/Parker Gear Pump 25GPM

Warranty: Standard 12 Month Warranty on Workmanship and Materials

Options and Accessories

Description	Qty	Unit	Line Total
Base Body Price	1	$34,156.74	$34,156.74
Warranty - Standard 12 Month Warranty on Workmanship and Materials	1	$0.00	$0.00
Controls, Air In Cab - Joystick	1	$505.47	$505.47
Fenders, Full Composite Minimizer	1	$1,003.83	$1,003.83
Flood Lights, Dual - Back Of Cab	1	$635.39	$635.39
Headache Rack, Wire Mesh Back Of Cab - (With Tarper)	1	$502.42	$502.42
Hitch Assy, Pup Trailer (Truck Must Have Trailer Package Installed)	1	$2,669.45	$2,669.45
ICC Bar, Hydraulic Automatic Retractable	1	$505.47	$505.47
Inside Hoist, CNG	1	$6,998.42	$6,998.42
Rachets, Dual With Straps & Hooks - For Tie Down At Rear	1	$361.34	$361.34
Spill Kit, 5 Gal Bucket With Mounting Bracket	1	$363.49	$363.49
Stinger, Extendable Rails - Bobtail	1	$3,245.97	$3,245.97
Tarper, Pioneer Coverall RP4500SARG	1	$11,686.70	$11,686.70
Tool Box, 36in Lockable Curbside	1	$695.27	$695.27

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: AH-061226.01-RO-R1
Date: 6/12/2026, 10:36:34 AM
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Bill To

CITY OF PORTERVILLE
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Contact:
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Ship To

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WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMROH22 - Roll Off 60K 22ft / 24ft Capacity

Terms: Payment: Net 45 Days Delivery: TBD

Options and Accessories

Description	Qty	Unit	Line Total
Wet Line, Hydraulic Power To Rear	1	$505.47	$505.47
Work Light, Dual - LED	1	$710.43	$710.43
A-1 50DGE CNG SADDLE MOUNT SYSTEM	1	$45,500.00	$45,500.00

Notes

Add additional slots in rail. Sales Tax, F.E.T and Transportation Not Included.

Pricing Summary

Per Unit Subtotal	$110,045.86
Subtotal	$110,045.86
Sales Tax (0%)	$0.00
FET (12%)	$0.00
Transportation	$0.00
TOTAL QUOTE AMOUNT	$110,045.86

Customer Signature

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01214
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603
CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:
CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: CNG VIN:1	**New 2027 Peterbilt 520**	**Price:**	**$217,432.00**
Axles: 3 GCWR: 60000	**BodyType: Refuse Side loader**		
	New Way 31yd Sidewinder ASL body (w/o CNG brackets)		$187,781.00
	A-1 Fuel System 75 DGE-4 cylinder roof mount		$35,887.00
		Per Unit:	**$441,100.00**

Stock#: CNG VIN:2	**New 2027 Peterbilt 520**	**Price:**	**$217,432.00**
Axles: 3 GCWR: 60000	**BodyType: Refuse Side loader**		
	A-1 Fuel System 75 DGE-4 cylinder roof mount		$35,887.00
	New Way 31yd Sidewinder ASL body (w/o CNG brackets)		$187,781.00
		Per Unit:	**$441,100.00**

Total Price	**$882,200.00**
Tire Fee	$35.00
DOC Prep Fee	$170.00
Sales Tax(9.25%)	$81,619.22
BPA Fee	$74.00
Total	**$964,098.22**

* SOURCWELL DEAL
* Primary payment of $217,432 per unit
* FLOORING WILL BE CHARGED AT THE RATE OF $54.56 PER DAY IF PRIMARY PAYMENT IS NOT WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$301,989
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$84,557
Maximum Sourcewell Chassis Price:	$217,432
Price offered to the customer (Cab & Chassis):	$217,432
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$76,685
BODY PRICE (IF APPLICABLE)	$187,781
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$481,898

CHASSIS #	INSERT CHASSIS #

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, Fuel system,other charges dealer fees.

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15243 Road 192
Porterville, California 93257

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Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 SL CNG
Description 2:	NEW WAY - A-1

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader / Push-Out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.V.W.R. (lbs):	64000
G.C.W. (lbs):	64000

Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	219
Overhang (in):	58
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	218.9
Cab to EOF (in):	276.9
Overall Comb. Length (in):	334.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095220	O	**Automated Side Loader / Push-Out**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200691	O	**A-1 Alternative Fuel Systems Natural** Gas Fuel System Assembler	0	**0**
0203160	O	**New Way 29 - 31 Yd Sidewinder ASL Tandem**	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**185**
0611790	O	**Aluminum Frame Rail Crossmembers** Excludes suspension	281	**-60**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0633405	O	**Additional Frame Drilling**	654	**0**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**

Sales Code	Std/ Opt	Description	$ List	Weight
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0	**0**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1353540	O	**PHP10 Aluminum PreSet PLUS Hubs** PHP10 aluminum PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	242	**-179**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1390540	O	**Dust Shields, Cam Brakes, Front Axle**	31	**4**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**

Sales Code	Std/ Opt	Description	$ List	Weight
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1706500	O	**Ratio 6.50 Rear Axle**	0	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	**-84**
1911010	S	**Steel Suspension Insert Up To 77" Overhang**	0	**-239**

Engine & Equipment

2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 100...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026)	24,403	**-70**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21440 P015 NO....Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve N21370 P059 64....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092009	O	**Typical Operating Speed 58 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.		
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	**-1,352**
3381860	O	**Exhaust 90 Degree Diffuser**	153	**0**

Transmission & Equipment

Sales Code	Std/ Opt	Description	$ List	Weight
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250490	U	**Allison RDS, Pkg 170**	0	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS** Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	298	**0**
4256450	O	**Allison MD/HD Shift Select AL** Dual station controls	3	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.		
4611160	O	**Body Connection Harness, Heil**	147	**0**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	**0**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5653080	O	**CNG Body Mounted Cabinet Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	**1**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED	1,357	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized**	-28	**-7**

Sales Code	Std/ Opt	Description	$ List	Weight
		with Switch on Door.		
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	66	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
9408930	O	**PDI At CVS Location**	110	**0**
9408936	O	**Frame Layout Identical to Previous Chassis** ***Narr*** *118341*	550	**0**
Miscellaneous				
9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**
Promotions				

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$301,989
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$1,942
Total Weight (lbs)	15,035

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

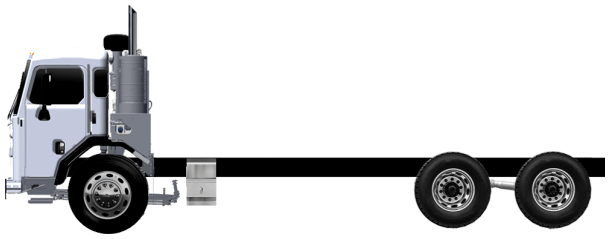
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Scranton MFG-New Way 101 State St. Scranton, IOWA 51462	2

Requested Schedule Dates

Date	Quantity
7/15/2026	2

FRAME RAKE

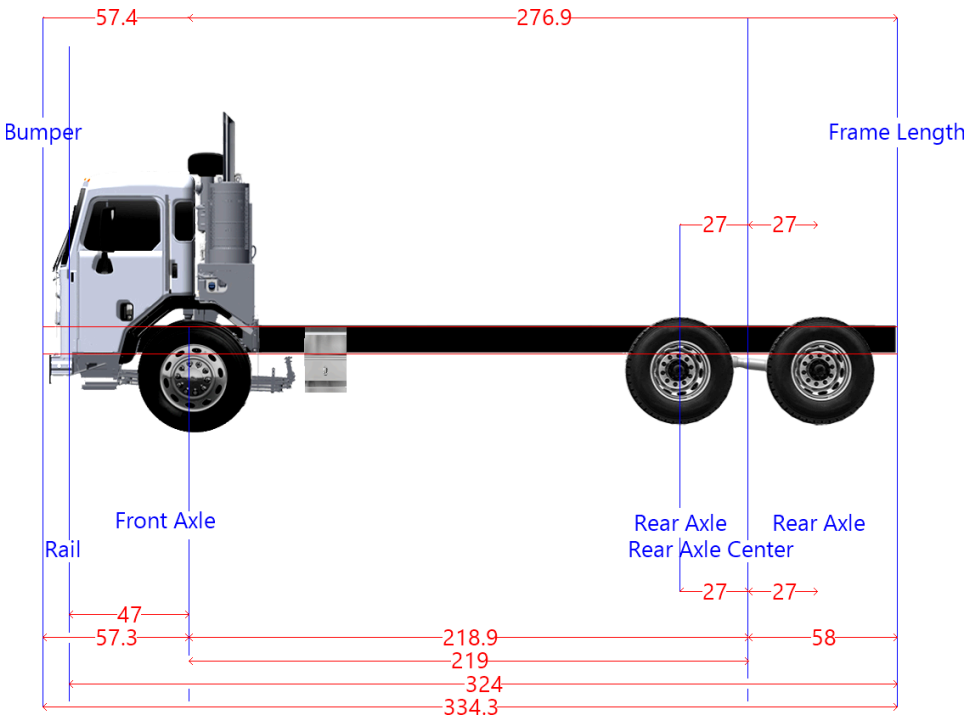


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	7.4	9.7
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**38.3**	**41.4**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**3.3**	**3.4**
		Frame Rake Slope (%)	**1.5**	**1.6**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	192	246
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	276.9	0.1	277
Cab to Rear Axle	218.9	0.1	219
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	324	-47	277
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	276.9	0.1	277
Overall Length	334.3	-57.3	277
Overhang	58	219	277
Pusher Offset #1	0	192	219
Pusher Offset #2	0	192	219
Pusher Offset #3	0	192	219
Tag Offset	0	219	246
Wheelbase	219	0	219

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1353540	PHP10 Aluminum PreSet PLUS Hubs	20,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220520	FF: Alcoa 89U637 22.5 X 9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523330	Dana Spicer DSH44 44,000 lb, High Performance 44	44,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	46,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 44,000

The rear axle weight rating cannot exceed 44000

GROSS COMBINATION WEIGHT RATING

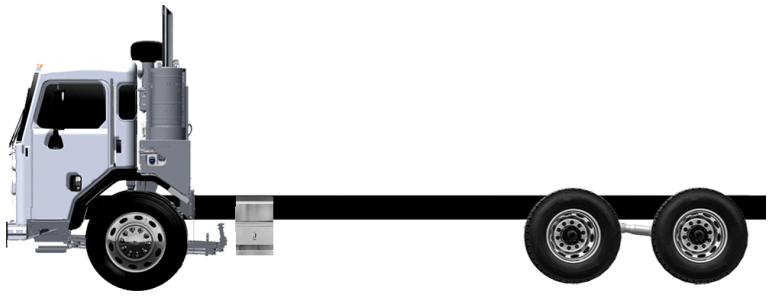
GCWR (lbs)	64,000
Min	64,000
Max	80,000

The Gross Combination Weight Rating rating cannot exceed 80000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



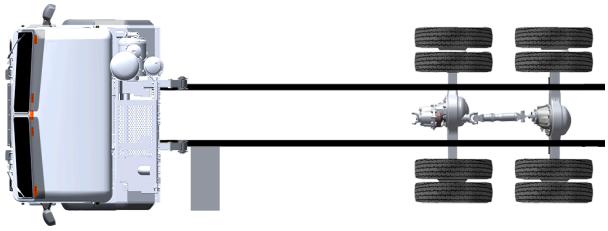
Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 48 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	8950	6085	15035
Tools/Driver	418	-43	375
Fuel & DEF	0	0	0
Max Payload	10632	37958	48590
Auxiliary Payload	0	0	0
Total	20000	44000	64000
Specify Ground Load	20000	44000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **219** inches
Overhang measurement: **58** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 219)

Sales Code	Description	Length	Side
5532010	No Fuel Tank/Fuel System Provided, CNG Only	0	??
6011070	Aluminum Battery Box LH Frame Mtd Back-of-Fender	16.5	Left

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 64000
Quote/DTPO/CO:	QUO-1269095-H8C5T6
Engine:	2056321 L9N 320@2000 GOV@2200 1000@1300 HHDD
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523330 Dana Spicer DSH44 44,000 lb, High Performance 44
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	29.32
2.21	13.79

Engine RPM:	1200	1300	1400	1600	1800	2000	2100	2200
Gross Torque:	925	1000	1000	947	893	840	750	668
Net Torque:	838	909	911	864	816	768	685	609
Net HP:	191	225	243	263	280	292	274	255

RAX-Ratio: 6.5

Gear Ratios: TRN (1): 4.7								
Speed (MPH):	4.7	5.1	5.5	6.3	7.1	7.9	8.3	8.7
Grade (%):	23.6	25.8	25.8	24.4	22.9	21.5	19.0	16.7
Gear Ratios: TRN (2): 2.21								
Speed (MPH):	10.1	10.9	11.8	13.4	15.1	16.8	17.6	18.5
Grade (%):	10.5	11.4	11.5	10.8	10.2	9.5	8.4	7.4
Gear Ratios: TRN (3): 1.53								
Speed (MPH):	14.6	15.8	17.0	19.4	21.9	24.3	25.5	26.7
Grade (%):	7.0	7.7	7.7	7.3	6.8	6.4	5.6	4.9
Gear Ratios: TRN (4): 1								
Speed (MPH):	22.3	24.1	26.0	29.7	33.4	37.1	39.0	40.9
Grade (%):	4.3	4.8	4.8	4.5	4.2	3.9	3.4	3.0
Gear Ratios: TRN (5): 0.76								
Speed (MPH):	29.3	31.8	34.2	39.1	44.0	48.9	51.3	53.8
Grade (%):	3.1	3.5	3.5	3.2	3.0	2.8	2.4	2.1
Gear Ratios: TRN (6): 0.67								
Speed (MPH):	33.3	36.0	38.8	44.4	49.9	55.4	58.2	61.0
Grade (%):	2.7	3.0	3.0	2.8	2.6	2.4	2.1	1.8

Engine RPM:	1200	1300	1400	1600	1800	2000	2100	2200
Gross Torque:	925	1000	1000	947	893	840	750	668
Net Torque:	838	909	911	864	816	768	685	609
Net HP:	191	225	243	263	280	292	274	255

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Warnings

Critical Warnings

Customers who finance a new Peterbilt through PACCAR Financial may be eligible for select warranty or rebate programs. Please consult your local PFC representative for eligibility details

Strong Suggestions

You have selected California as the state of registry which requires CARB warranty and CARB clean idle label.
You have selected Allison FuelSense not desired. Peterbilt encourages to take advantage of this programing. Allison FuelSense see TSB 14-109.
Please ensure you have the correct Natural Gas Mounting and/or Cabinet Height selected and narrated if applicable.

Warnings

The muffler protrudes 26" into the loadspace. Take this into consideration when determining your loadspace. Note: Formula to calculate usable cab to axle space is the wheelbase minus 26".
Dealer to verify with the body manufacturer if any potential issues may arise with the selection of tow hooks and FEPTO.
Cummins remote PTO and throttle provisions (2140150) are useful for refuse body builders. It is an easy way for them to access throttle and PTO circuits without having to cut into the cab harness. Visit the Air & Trailer: Body Interface section to select the appropriate option.
Option content is subject to final applications review.
A flipper valve is not supplied unless a flipper valve to actuate front/rear brakes (4540940) is selected. Visit the Air & Trailer: Air Equipment Miscellaneous section to select the appropriate option, if desired.
20,000 lb. non-driving steer axles with dual steering require a minimum disc wheel load rating of 8,000 lb. Disc wheels with a load rating of less than 8,000 lb. are not strong enough to withstand steering loads.

Informational Messages

Rear steel wheels are white by standard. Accuride black wheels in-place of white (5410280) or Accuride grey wheels in-place of white (5410290) are available. Peterbilt does not offer custom paint for steel wheels. Visit the Tires & Wheels: Wheel Miscellaneous section to select an appropriate option.

Additional frame drilling per customer furnished drawing, reference chassis number, or custom body is subject to Peterbilt Engineering review.
All orders are subject to review by Peterbilt Engineering for frame strength.
The standard black chassis paint will receive a twelve (12) month warranty or 100,000 miles (whichever comes first). Off-road/severe service orders or applications will be limited to a 90-day chassis paint warranty or 25,000 miles (whichever comes first).
Peterbilt recommends fuel tank heaters for chassis to be used in cold climates. Visit the Tankbox workscreen to select an appropriate option.
The selected LNG engine is not covered by the warranties Peterbilt offers. Visit the Extended Coverage: Extended Coverage Cummins section to select an appropriate option.
Many states have adopted California Air Resource Board (CARB) standards. You should consult with the environmental and law enforcement agencies in your state and states where the truck will operate about compliance with the CARB idling regulation and SmartWay designation. Compliance with the CARB regulation will require the addition of code 2140200 to your order. Visit the Vocational Analysis: CARB Compliance section to select the appropriate option.

Ray Gaskin Service

QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 661-659-5010
Local: 909-574-7000
Prepared by: Mike Covarrubias

DATE 6/10/2026

VALID FOR 90 days
TERMS

CUSTOMER

Golden State Peterbilt/ City of Porterville
Attn: Glen Catalina

DESCRIPTION	Quantity	AMOUNT
New 2023 New Way 31yd Sidewinder ASL body	1	$178,781.00
Front mount Dennison Tandem Vane pump		
Painted Single Color (White N0006EX)		
Standard 96-gallon arm with 6x6 chain		
Standard Safety Vision dual camera system, Hopper and Back-up		
Hydraulic Crusher Panel		
All LED Lighting		
LED Work lights (1 Hopper, 1 arm and 1-fender facing rear)		
LED Strobe lights upper tailgate and lower tailgate		
Triangle Kit and fire extinguisher 20LB		
Spill kit-5 Gallon bucket style mounted on frame rail		
Hopper Access Ladder		
Shovel and broom holder		
Joystick controls, Under seat rocker switches		
Optional 75 DGE Roof Mount Brackets for future CNG Install	1	$1,200
Freight – Delivered to Porterville	1	$7,800
Lead Time- 120 days ARC		
FET @ 12%		N/A
Estimated DMV Fees		TBD
Sales Tax		TBD
Warranty: Standard 2yr Warranty on Cylinders		
Standard 1yr Warranty on Body, Hydraulics		
Paint: Body Acrylic Urethane Enamel Color – Paint Code TBD		

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x_____ **Date:**_____

Print Name:

Subtotal	$ 187,781.00
Taxable	
Tax rate	
Tax due	$ -
Other	$ -
TOTAL	**$ 187,781.00**

If you have any questions about this price quote, please contact
Bobby Ziello Bobby@raygaskinservice.com
Thank You For Your Business!

Quotation 101128

Customer:	Coast Counties Peterbilt - Porterville	**Vendor:**	A-1 Alternative Fuel Systems
Billing address:	15243 Road 192 Porterville CA 93257 USA	Address:	2320 Stanislaus St. Fresno, CA 93721
Shipping address:	15243 Road 192 Porterville CA 93257 USA	Phone:	559.485.4427
Attention:	Glen Catalina	**Date:**	06/10/2026
Vehicle Make:	Peterbilt	**Manufacturing Facility:**	Fresno
Vehicle Model:	520	**Payment Terms:**	Net 30 Days
Vehicle Model Year:	2026		
Installation Facility:	A-1 Fresno, CA: 2320 Stanislaus Street, Fresno, CA 93721		

Part #	Part description	Quantity	Price per UoM	Tax	Subtotal
A-Roof: 75DGE	System consists of 4 cylinders mounted in roof-top CNG compartment; System includes remote fuel management module with standard CNG fill receptacle, high-flow receptacle, fuel transfer receptacle, high- and low pressure gauges, starter interrupt, and 1/4 turn manual shut off valve. System also includes: custom paint match & A-1 InSight * Refuse body must be built with A-1 compatible mounting brackets. *	2	$ 35,887.00		$ 71,774.00
SH	SHIPPING & HANDLING Included in price above Trucks shall be delivered to Ray Gaskin in Bakersfield, CA.	2	$ 0.00		$ 0.00
FF-KIT	FRONT FILL KIT W/ STARTER INTERRUPT Included in price above	2 pcs	$ 0.00		$ 0.00
Total:					$ 71,774.00

Body / Packer Information:
1. Manufacturer: New Way

Sent via MRPeasy.com

2. Type: Automated Side Loader

Conditions of Quotation:

1. Vehicle must be ordered with Cummins natural gas engine.
2. Price does not include applicable federal excise tax or sales tax and is in USD.
3. Quote is valid for up to 60 days.
4. Any vehicles that do not come equipped with taillights and/or mud flaps will be subject to a $500.00 added charge when A-1 is coordinating the transport. The $500.00 charge will be added to the invoice.
5. If any Add-On Option is selected, A-1 will issue a revised, all encompassing, and final quote for signature.
6. Customer must provide paint code for CNG cabinet
7. Vehicles will be fully filled upon completion.
8. Quote is contingent upon engineering confirmation of quoted tank package fitment on refuse packer. See A-1 drawing: 75RM-SLV3-2026
9. Any refuse packer that does not come equipped with compatible mounting brackets for A-1's roof mount system shall be subject to a $5,000.00 charge for A-1 to design and build custom brackets.
10. After receipt of PURCHASE ORDER, VINS and BUILD DATES, vehicles will be slotted into the production queue and your A-1 sales rep. can provide an expected production date. Vehicles are currently being slotted into production in September of 2026.
11. By default, remote fuel management module shall be mounted on driver side of vehicle unless specified otherwise by customer.

Vehicle & Order Information:

Make:_____ Model:_____

Model Year:_____ Engine Model:_____

Wheelbase:_____ Paint Code (as applicable):_____

VIN(s):_____

_____

Build Date(s):_____

_____

BUYER AUTHORIZATION:

Buyer's signature below is an acceptance to purchase the products identified above and agreement to all of A-1's Standard Terms and Conditions. Issuance of a purchase order related to or derived from an A-1 Quotation shall also assume Buyer's agreement to A-1's Standard Terms and Conditions.

Signature: _____ Date: _____

Name:_____ Purchase Order(s):_____

SELLER CONFIRMATION

(INTERNAL ONLY: A-1 TEAM)

Signature: _____ Date: _____

Name:_____

Almared Inc. dba A-1 Alternative Fuel Systems does not send bank account information, or electronic payment (ACH and/or wire transfer) instructions via email. To remit payment electronically (ACH and/or wire transfer), please call to receive instructions and bank account information.

Almared Inc. / A-1 Alternative Fuel Systems Standard Terms & Conditions

1. TERMS AND CONDITIONS OF SALE

Customer's ("Customer") acceptance of any purchase order or offer to sell is limited to these terms and conditions. No additional, different, or inconsistent terms and conditions shall become part of the contract between Almared Inc. or its applicable subsidiary A-1 Alternative Fuel Systems ("A-1") and Customer unless expressly accepted in writing by A-1.

A-1's acceptance of any offer to purchase is expressly conditioned on Customer's acceptance of all terms and conditions as stated herein, including any terms in addition to, or inconsistent with, those contained in Customer's offer. Acceptance of any of A-1's products or services shall in all events constitute such assent. Customer's Signature on accompanied quote is acceptance of all terms and conditions stated herein

Purchase orders from Customer are only to be used for designating products or services ordered, respective quantities and delivery dates; all other terms therein shall be deemed objected to, rejected by and non-binding on A-1.

A-1 performs certain work including but not limited to installation of alternative fuel systems, manufacturing alternative fuel systems, installation of methane detection systems and fire suppression systems and other work as described in the quote provided by A-1 or purchase order accepted by A-1. These terms and conditions govern any work A-1 is contracted to perform.

2. INVOICING

Upon completion (as defined below), A-1 shall promptly issue to Customer an invoice, dated and numbered, for all products for which such delivery was made or services performed (an "Invoice"). Each Invoice shall include: (1) the applicable purchase order reference number, (2) the Customer's location scheduled to receive the products, (3) the price of such products and/or services, (4) applicable freight costs. All prices are in U.S. dollars.

3. PAYMENT

Payment shall be made by Customer at completion of work performed by A-1 on vehicle, trailer, or other type of equipment unless otherwise specified on quote. A service charge equal to the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of A-1 associated with collection of any past due amounts, including reasonable attorney's fees. In addition, A-1 reserves the right to hold further shipments of products or performance of services until said past due amounts are paid in full to A-1, and to seek any other remedies available under law. Payment of an Invoice by Customer shall not be delayed for any reason, or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, A-1 may, at its sole discretion, immediately and without notice terminate its performance under any open Invoices and treat the Customer as in default. Customer hereby grants A-1 a purchase money security interest in the products until A-1 has been paid in full.

4. CHANGES, RESCHEDULES AND CANCELLATIONS

Customer may request to modify the specifications of products or services purchased herein, to change the original delivery dates or to cancel all or part of an order. No such requested modification or cancellation shall become part of the contract unless accepted by both Customer and A-1 in a written amendment to the applicable purchase order. Acceptance of any such request for change or cancellation shall be at A-1's discretion, and shall be upon such terms and conditions as A-1 may require, including, without limitation, cancellation fees up to the full price of A-1's products and services payable by the Customer. A-1 may discontinue or change any products or services at any time and its only obligation shall be to deliver the products or services pursuant to accepted purchase orders.

5. DELIVERY

Unless otherwise provided on the face of an Invoice, delivery shall be made by the method preferred by Customer, if indicated. Regardless of the method of shipment, title and risk of loss shall pass to Customer upon delivery. As used herein, "delivery" shall mean the date on which the product is accepted by the common carrier for shipment, regardless of whether such product is purchased without installation, installed at A-1's location or installed at Customer's body or chassis supplier or at an alternate location of Customer; provided, however, that in the event A-1 installs the product into Customer's vehicle and subsequently delivers such vehicle directly to Customer, "delivery" shall mean the date on which such vehicle is delivered to Customer. Any delivery dates shown on an

Invoice are approximate only and A-1 shall have no liability for delays in delivery. If Customer causes or requests a shipment delay, or if A-1 ships or delivers any products erroneously as a result of inaccurate, incomplete or misleading information supplied by Customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Customer. Claims for products damaged or lost in transit should be made by Customer to the carrier, as A-1's responsibility ceases upon delivery.

6. INSPECTION OF PRODUCTS

Customer shall promptly inspect the product(s) upon arrival at their destination. Claims for omissions or shortages must be reported to A-1 in writing within 5 days of receipt of the shipment by Customer or its representative; if such claims are not made within such time period, any claims by Customer for omissions or shortages shall be deemed waived. Customer shall have 5 days following receipt of the shipment by Customer or its representative to inspect the product(s) for damage (other than from shipping), defect or nonconformance. For any damaged, defective or nonconforming products, A-1 will repair or replace, at its option and expense, the product(s) proved to be damaged, defective or nonconforming (using new or refurbished parts) within the Warranty Period (as defined below) and under and subject to the conditions of the warranty set forth above, or A-1 may choose to refund the net sales price paid by Customer in lieu of such repair or replacement. Products that are returned to A-1 shall be shipped at the risk and expense of Customer, freight prepaid. No claims may be made by Customer after expiration of the Warranty Period. Nothing in this Section 6 shall affect or modify the transfer of title and risk of loss to Customer upon delivery in accordance with Section 5.

7. WARRANTY

Heavy Duty Vehicle Upfits (Cummins Engine)

The following warranty is, to the maximum extent permitted by law, the sole and exclusive warranty and is expressly in lieu of any other warranties, remedies, and conditions by operation of law or otherwise, whether oral or written, or express or implied, including any implied warranty of merchantability or fitness for a particular purpose; this warranty is made solely to the original Customer, is non-transferable unless otherwise approved in writing by A-1, and is conditioned upon proper installation, operation, use, and required maintenance. A-1 Alternative Fuel Systems ("A-1") is the Manufacturer of Record ("MOR") for the compressed natural gas (CNG) and/or liquefied natural gas (LNG) fuel storage and delivery system supplied by A-1, and this warranty applies only to components supplied and installed by A-1, including but not limited to fuel storage, delivery, and associated system components, and A-1 shall have no responsibility or liability for any components, systems, or equipment not manufactured or supplied by A-1. Unless otherwise stated in writing, the warranty period for A-1 supplied components and installation workmanship shall be two (2) years or 200,000 miles, whichever occurs first, beginning on the earlier of installation date or ninety (90) days after shipment from an A-1 facility, and any extended warranty programs must be separately purchased and approved in writing by A-1. This warranty is governed by and subject to A-1's Heavy Duty CNG/LNG Warranty Policy & Procedure Manual, as may be updated from time to time, which includes, without limitation, definitions of covered components, exclusions, required maintenance, warranty claim procedures, and labor reimbursement guidelines, and in the event of any conflict, such Warranty Policy & Procedure Manual shall control with respect to warranty administration and coverage requirements. All warranty claims are subject to strict compliance with A-1's warranty procedures, including obtaining advance authorization through a Warranty Authorization Number ("WAN") prior to repair, timely submission of required documentation, and use of A-1 or its authorized service providers unless otherwise approved in writing, and failure to comply with such requirements may result in denial of warranty coverage. Customer shall be responsible for transporting product to an authorized repair facility, ensuring all required maintenance is performed and documented, and providing a qualified repair facility acceptable to A-1 if applicable, and failure to perform required maintenance or misuse of the product shall void warranty coverage for affected components. The warranty does not apply to failures or damage caused by improper handling, installation, or operation, abuse, misuse, negligence, neglect, lack of required maintenance, corrosion, contamination, over-pressurization, collision, fire, acts of nature, or any installations, repairs, or modifications performed by parties other than A-1 or its authorized service representatives, nor does it apply to normal wear items or to any components not supplied by A-1. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL A-1 OR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, ARISING OUT OF OR RELATED TO ANY PRODUCT OR SERVICE, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, AND A-1'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED, AT A-1'S OPTION, TO THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT OR, IN LIEU THEREOF, A REFUND OF THE NET SALES PRICE OF SUCH PRODUCT, AND NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR LABOR, TRANSPORTATION, OR OTHER COSTS; except as expressly set forth herein, all products and services are provided "AS IS," "WHERE IS," and "WITH ALL FAULTS." Warranty repairs must be performed by A-1 or its authorized service provider unless otherwise approved in writing, unauthorized repairs void warranty coverage, and any replacement parts furnished under this warranty shall be covered only for the remainder of the original warranty period.

Medium Duty Vehicle Conversions (Ford/GM/ISUZU)

The following warranty is, to the maximum extent permitted by law, the sole and exclusive warranty and is expressly in lieu of any other warranties, remedies, and conditions by operation of law or otherwise, whether oral or written, or express or implied, including any implied warranty of merchantability or fitness for a particular purpose; this warranty is made solely to the original Customer, is non-

transferable unless otherwise approved in writing by A-1, and is conditioned upon proper installation, operation, use, and required maintenance. A-1 Alternative Fuel Systems ("A-1") is the Manufacturer of Record ("MOR") solely for the high-pressure CNG fuel storage, fueling, and high-pressure delivery system supplied and installed by A-1, including components from the fill receptacle through cylinders, valves, high-pressure lines, and filtration up to but not including the pressure regulator, and this warranty applies only to such A-1 supplied high-pressure components and associated installation workmanship; A-1 is not the Manufacturer of Record for the pressure regulator, low-pressure fuel system, engine fuel kit, injectors, fuel rails, electronic control components, or any Ford OEM components, all of which are warranted solely by their respective manufacturers, and A-1 shall have no responsibility or liability for such components except to the extent a failure is directly caused by an A-1 supplied component or installation. Unless otherwise stated in writing, the warranty period for A-1 high-pressure MOR components and installation workmanship shall be three (3) years or 36,000 miles, whichever occurs first, beginning on the earlier of installation date or ninety (90) days after shipment from an A-1 facility, and emissions-related components or systems not manufactured by A-1 are covered only by their original manufacturer in accordance with applicable EPA and/or CARB requirements. This warranty is governed by and subject to A-1's Ford CNG Vehicle Conversion Warranty Policy & Procedure Manual, as may be updated from time to time, which includes, without limitation, definitions of covered components, pass-through components, exclusions, contamination limitations, over-pressurization restrictions, required maintenance, warranty claim procedures, and labor reimbursement guidelines, and in the event of any conflict, such Warranty Policy & Procedure Manual shall control with respect to warranty administration and coverage requirements. All warranty claims are subject to strict compliance with A-1's warranty procedures, including obtaining advance authorization through a Warranty Authorization Number ("WAN") prior to repair, timely submission of required documentation including the "3 C's" (Concern, Cause, Correction), and use of A-1 or its authorized service providers unless otherwise approved in writing, and failure to comply with such requirements may result in denial of warranty coverage; claims involving pass-through components must be processed through the original manufacturer's warranty channel. Customer shall be responsible for transporting product to an authorized repair facility, ensuring all required maintenance is performed and documented, and operating the vehicle in accordance with all applicable guidelines, and failure to perform required maintenance, improper use, improper mounting, body installation interference, contamination, over-pressurization, or misuse of the system shall void warranty coverage for affected components. The warranty does not apply to failures or damage caused by improper handling, installation, or operation, abuse, misuse, negligence, neglect, lack of required maintenance, corrosion, contamination, over-pressurization or over-filling, collision, fire, acts of nature, unauthorized modifications including PCM reflashes over A-1 calibration, or any installations, repairs, or modifications performed by parties other than A-1 or its authorized service representatives, nor does it apply to normal wear items including but not limited to O-rings, filter elements, caps, drain plugs, and flexible hoses, or to any components not supplied by A-1. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL A-1 OR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST REVENUES, ARISING OUT OF OR RELATED TO ANY PRODUCT OR SERVICE, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, AND A-1'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED, AT A-1'S OPTION, TO THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PRODUCT OR, IN LIEU THEREOF, A REFUND OF THE NET SALES PRICE OF SUCH PRODUCT, AND NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR LABOR, TRANSPORTATION, OR OTHER COSTS; except as expressly set forth herein, all products and services are provided "AS IS," "WHERE IS," and "WITH ALL FAULTS." Warranty repairs must be performed by A-1 or its authorized service provider unless otherwise approved in writing, unauthorized repairs void warranty coverage, and any replacement parts furnished under this warranty shall be covered only for the remainder of the original warranty period.

8. PROPRIETARY

Any copies of or confidential information concerning either party, including such party's products, services, drawings, specifications, processes, and intellectual property, which may be provided to the other party (the "Recipient") as a result of the purchase order between A-1 and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party. Customer further agrees not to copy, reverse engineer, disassemble, or decompile any tangible objects of the A-1 product sold to the customer. Sale of any product does not include the sale or transfer of any of A-1's intellectual property rights.

9. NONSOLICITATION

Customer may not, without formal written consent by A-1, hire or attempt to hire any A-1 employee, previous A-1 employee, for a period of two years from the last date the employee was employed by A-1. A breach of this not to hire clause will cause A-1 irreparable harm, and as such the customer agrees to pay A-1 a finder's fee of twice the A-1 employees' annual salary. Payment of the fee by the customer to A-1 shall not be considered the sole remedy available to A-1. Customers will have twenty (20) business days to effect a cure for accidental breach of this clause, in which such cure is acceptable to A-1.

10. CONFIDENTIALITY

A-1's quotation (including the price of any product) shall be kept strictly confidential by Customer. It shall be subject to any NDAs or MNDAs already in place.

11. ACTS OF GOD

A-1 shall not be liable for failure to perform any of A-1's obligations due to circumstances beyond the reasonable control of A-1. This includes, without limitation, accidents, acts of God, strikes or labor disputes, laws or regulations of any government or government

agency, fires, floods, military operations, acts of terrorism, delays or failures in delivery of carriers or suppliers, shortages of materials, or any other cause beyond A-1's control. The occurrence of any contingency beyond A-1's reasonable control shall not constitute cause for cancellation of a purchase order but shall extend A-1's time to perform the required service for a period equal to the duration of such contingency.

12. ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by A-1 in writing, shall constitute the entire agreement concerning products or services. There are no oral or other representations or agreements.

13. GOVERNING LAW

These Standard Terms and Conditions and Warranty shall be governed by the laws of the State of California without regards to the conflicts of law provisions thereof.

14. ASSIGNMENT

Customer may not assign these Standard Terms and Conditions and Warranty, in whole or in part, without A-1's prior written consent. These Standard Terms and Conditions and Warranty shall be binding upon and insure to the benefit of the parties' respective successors and permitted assigns.

15. ENFORCEABILITY

If any provision of these Standard Terms and Conditions and Warranty is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.

16. THIRD PARTIES

Nothing contained in these Standard Terms and Conditions and Warranty, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.

17. WAIVER OF RIGHTS

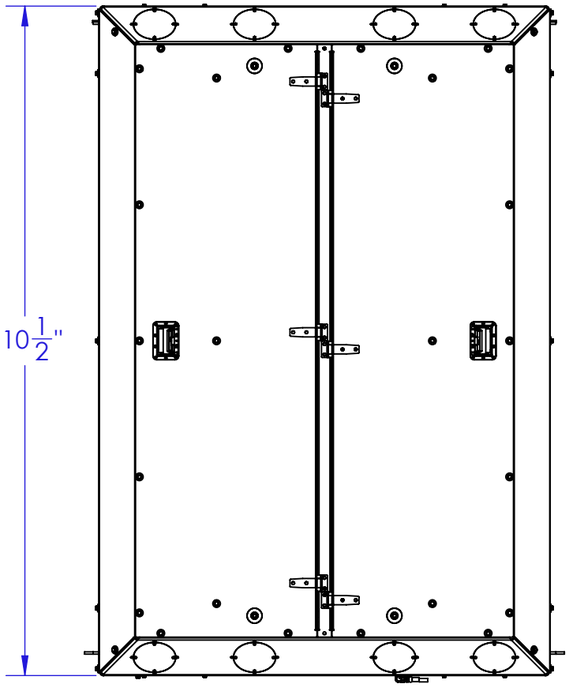
Failure of either party to insist on performance of any provision in these Standard Terms and Conditions and Warranty or any purchase order shall not be construed as a waiver of that provision or a waiver of A-1's or Customer's right to require compliance with such provision in any later instance.

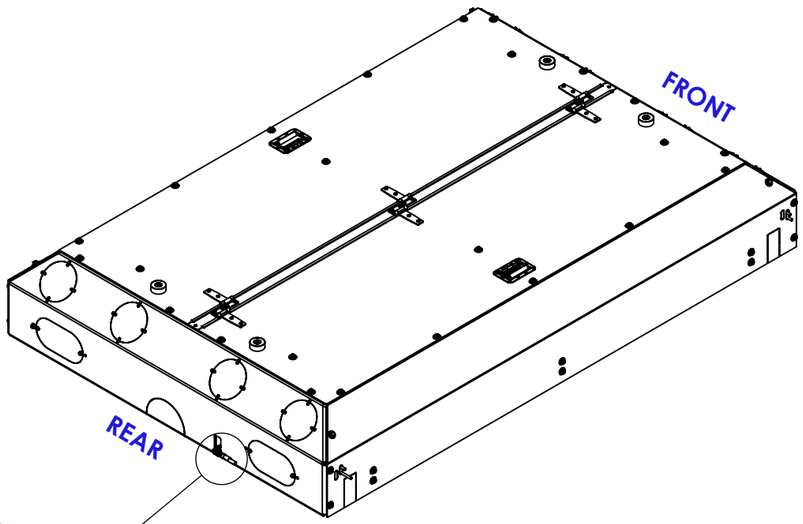
18. Storage Expenses / Fees

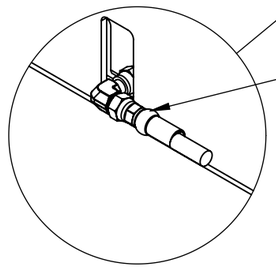
Vehicles left or housed on A-1's property for more than 60 consecutive days shall be subject to, at A-1's discretion, a storage fee of $15.00 per day. This storage fee, at A-1's discretion, may also be enforced should any purchase order or signed quote be canceled.

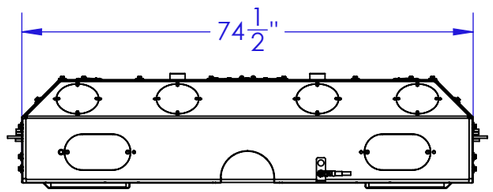
CONFIDENTIAL DOCUMENT

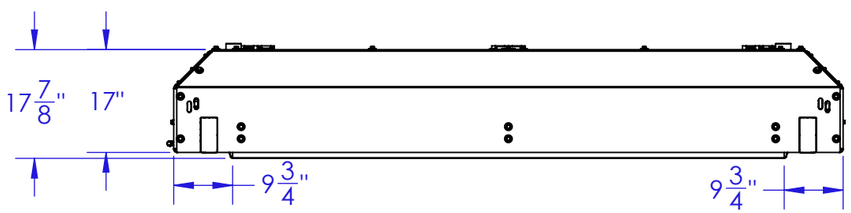
NOTE: NOT DRAWN TO SCALE.
SHOWN FOR REFERENCE ONLY.











DWG NO.	DIESEL GALLON EQUIVALENT(DGE)	FULLY FILLED WEIGHT	COMPLIANCE:	DRAWN BY	BH
75RM-SL-V3-2026	75 DGE	1744 lbs	NFPA 52, NGV-2, & FMVSS 304	APPROVED BY	VA
				DATE	1/20/2026

DISCLAIMER AND DISCLOSURES: This drawing and design illustrated herein are the property of A-1 Alternative Fuel Systems. This information herein is intended only for the individual or entity that it was given or sent directly to. All information herein shall be considered confidential and subject to Non-Disclosure Agreements and confidentiality statements. This material shall not be disclosed, under any circumstances or in any manner, to other vendors or manufacturers of similar products. The recipient of this material may not reproduce, copy, or distribute any information within or related to this document without prior written consent from A-1 Alternative Fuel Systems. Total diesel gallon equivalent published herein is an estimated value based on information provided by the cylinder manufacturer or calculated by common and reasonable industry standards.

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01203
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: Diesel **VIN:**
Axles: 4 GCWR: 60000

New 2027 Peterbilt 520
BodyType: Refuse Side loader
AMHFLPO22 - FL HARDOX / ELIPTICAL (w/o CNG)

Price:	**$207,194.00**
	$136,174.55
Per Unit:	**$343,368.55**

Total Price	**$343,368.55**
Tire Fee	$21.00
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$31,623.07
BPA Fee	$37.00
Total	**$375,134.62**

*SOURCEWELL DEAL
* PRIMARY PAYMENT OF $207,194.00 PER UNIT
* FLOORING WILL BE CHARGED AT THE RATE OF $52.75 PER DAY IF PRIMARY PAYMENT IS NOT PAID WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$287,769
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$80,575
Maximum Sourcewell Chassis Price:	$207,194
Price offered to the customer (Cab & Chassis):	$207,194
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$31,766
BODY PRICE (IF APPLICABLE)	$136,175
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$375,135

CHASSIS #	INSERT CHASSIS #

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 FL Amrep Diesel
Description 2:	Clone of Chassis 118343 Model 520

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Commercial Front Loader / Push-out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.V.W.R. (lbs):	64000
G.C.W. (lbs):	64000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	195
Overhang (in):	100
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	194.9
Cab to EOF (in):	294.9
Overall Comb. Length (in):	352.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095380	O	**Commercial Front Loader / Push-out**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200700	S	**Not Applicable** Secondary Manufacturer	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**247**
0611790	O	**Aluminum Frame Rail Crossmembers** Excludes suspension	281	**-60**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	407	**210**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1390540	O	**Dust Shields, Cam Brakes, Front Axle**	31	**4**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1601126	O	**Hendrickson EXS13 Self-Str Tag** 13.5K Lb, Includes (1) Air Tank	11,813	**1,114**
1607052	O	**52in Tag Axle Spacing** From Centerline of Rear Drive Axle	0	**0**
1615240	O	**PHP10 Aluminum Preset PLUS Hubs, Cast Drums** With a 13,500 lbs. or 20,000 lbs. self-steering tag axle.	0	**0**
1616300	O	**PHP10 Iron PreSet PLUS Hubs**	226	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1660000	O	**Dust Shields For Cam Brakes, Drive Axle(s)**	73	**4**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1680550	O	**Upsize Parking Brakes**	236	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1685400	O	**Lift Axle Regulator(s) Brkt Mtd Frame** Switch(s) & Gauge(s) in driver info display	263	**8**
1685450	O	**Lift And Lock** Hendrickson Lift and Lock, steerable tag axles only. Required on all Hendrickson SC13 and SC20 tag axles. Optimizes performance by protecting the tag axle functions.	439	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1706500	O	**Ratio 6.50 Rear Axle**	0	**0**
1824400	O	**Hendrickson HMX EX 400 40,000 Lbs., 54"** Haulmaax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,506	**-108**
1911200	O	**Steel Suspension Insert Over 77" Overhang**	361	**-239**

Sales Code	Std/ Opt	Description	$ List	Weight
Engine & Equipment				
2074810	O	**PACCAR PX-9 380@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 58....Maximum Accelerator Pedal Ve N21370 C128 58....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 YES...Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	4,339	**0**
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091310	O	**Engine Idle Shutdown Timer Disabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092009	O	**Typical Operating Speed 58 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2140700	S	**EPA Engine Idling Compliance**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.		
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	0	**0**
3381860	O	**Exhaust 90 Degree Diffuser**	153	**0**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250470	U	**Allison RDS, Pkg 225**	0	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.		
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	**0**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
5430801	O	**TG:(2)AP 14ply 295/75R22.5 EnduCombi RA** (1) self-steering tag axle.	1,545	**255**
5443002	O	**TG: (2) Accur Steel Armor 50291PK 22.5X8.25** (1) self-steering tag axle.	547	**168**
Fuel Tanks				
5532130	O	**23" Aluminum 80 Gallon Fuel Tank RH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	31	**13**
5603080	O	**Location RH BOC 80 Gallon** Fuel tank.	0	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	0	**0**
5652890	S	**DEF Tank Mounted LH BOC**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Models 220 and 520 mounted left hand back-of-cab.		
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	0	**0**
Battery Box & Bumper				
6021500	S	**Steel Space Saver Battery Box LH Back Of Cab**	0	**0**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7788057	U	**24 Months SmartLINQ Subscription**	0	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7851580	O	**Front Cab Guard, Painted Black**	490	**15**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor**	332	**1**

Sales Code	Std/ Opt	Description	$ List	Weight
		Use with backup alarm		
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	**0**
8070930	O	**Tag Axle Pressure** Located in Digital Cluster Display	73	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408634	O	**SmartLINQ RD - 5YR Sub** PACCAR PX Engines	799	**0**
9408701	O	**Base Warr: Emissions (CARB Operation)** 5YR/150K MI - PX-9 Engine	2,186	**0**
9408930	O	**PDI At CVS Location**	110	**0**
9408936	O	**Frame Layout Identical to Previous Chassis** ***Narr*** *118343*	550	**0**

Miscellaneous

9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$287,769
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$4,128
Total Weight (lbs)	18,544

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

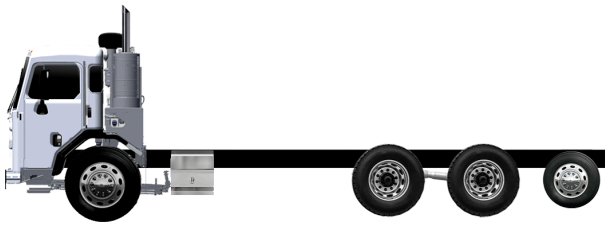
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Amrep Inc . 1555 S. Cucamonga Ave. Ontario, California 91761	1

Requested Schedule Dates

Date	Quantity
7/8/2026	1

FRAME RAKE

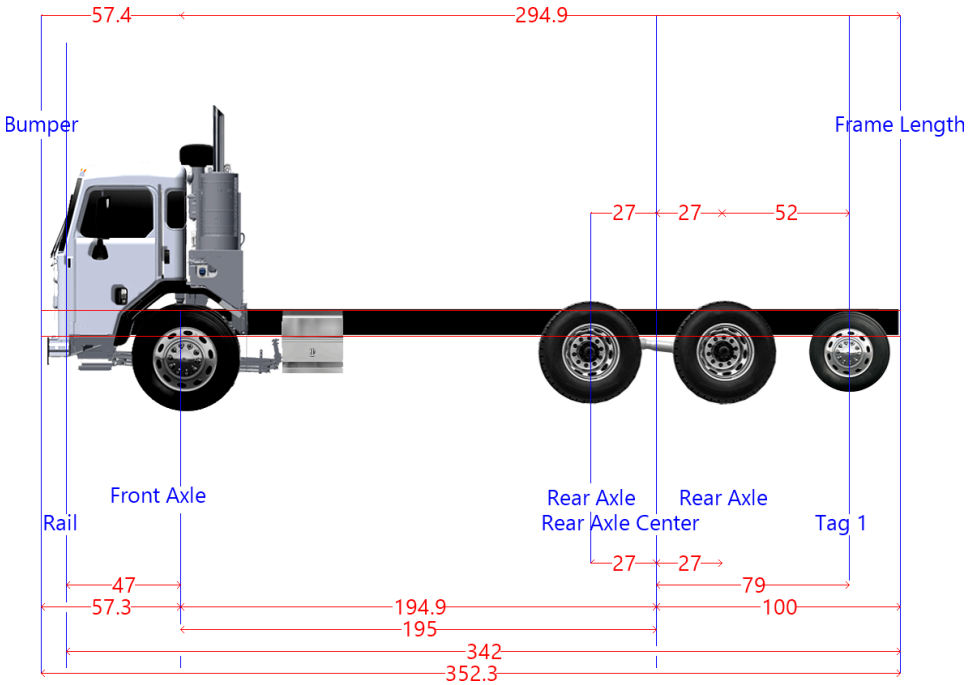


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114040	Taper Leaf Springs, Shocks 23,000 lb	10.1	12.6
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**41.0**	**44.3**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**0.6**	**0.5**
		Frame Rake Slope (%)	**0.3**	**0.3**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	168	222
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	294.9	0.1	295
Cab to Rear Axle	194.9	0.1	195
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	342	-47	295
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	294.9	0.1	295
Overall Length	352.3	-57.3	295
Overhang	100	195	295
Pusher Offset #1	0	168	195
Pusher Offset #2	0	168	195
Pusher Offset #3	0	168	195
Tag Offset	79	195	222
Wheelbase	195	0	195

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114040	Taper Leaf Springs, Shocks 23,000 lb	23,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	23,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220520	FF: Alcoa 89U637 22.5 X 9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523330	Dana Spicer DSH44 44,000 lb, High Performance 44	44,000
Hubs, Drums	1616300	PHP10 Iron PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

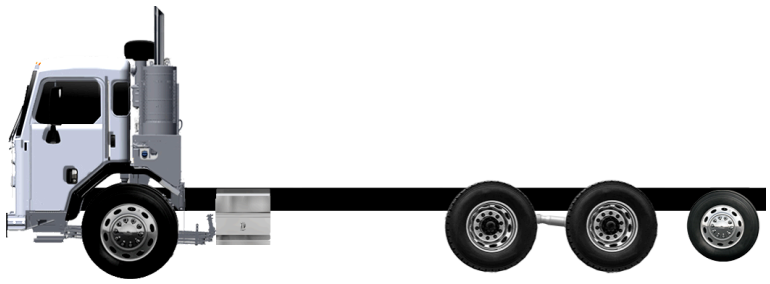
GCWR (lbs)	64,000
Min	64,000
Max	64,000

The Gross Combination Weight Rating rating cannot exceed 64000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 14 in. from the centerline of the drive axle(s)."

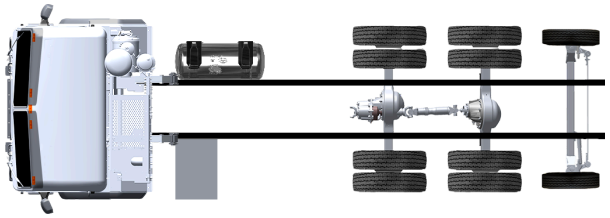
Lift Axles Down ☑

Weight (lbs)	Front	Rear	Tag 1	Total
Chassis	10833	6174	0	17007
Lift Axle	0	0	1537	1537
Tools/Driver	423	-48	0	375
Fuel & DEF	442	202	0	644
Max Payload	8302	33672	10813	52787
Auxiliary Payload	0	0	0	0
Total	20000	40000	12350	72350
Specify Ground Load	20000	40000	12350	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **195** inches
Overhang measurement: **100** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 195)

Sales Code	Description	Length	Side
5655069	DEF Tank 520, 7.3 Gal	25	Left
5532130	23" Aluminum 80 Gallon Fuel Tank RH BOC	52.85	Right
6021500	Steel Space Saver Battery Box LH Back Of Cab	25.1	Left

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 64000
Quote/DTPO/CO:	QUO-1267134-X2C4Z3
Engine:	2074810 PACCAR PX-9 380@1900 GOV@2100 1250@1200
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523330 Dana Spicer DSH44 44,000 lb, High Performance 44
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	27.80
2.21	13.07

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1596	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	1000	1125	1250	1250	1250	1250	1247	1174	1109	1050	998	951
Net Torque:	585	701	784	903	1022	1140	1142	1143	1146	1143	1076	1016	962	915	872
Net HP:	78	107	134	172	214	260	283	305	348	348	348	348	348	348	349

RAX-Ratio: 6.5

Gear Ratios: TRN (1): 4.7															
Speed (MPH):	2.8	3.2	3.6	4.0	4.3	4.7	5.1	5.5	6.3	6.3	6.7	7.1	7.5	7.9	8.3
Grade (%):	16.0	19.5	21.9	25.6	29.3	33.2	33.2	33.3	33.4	33.3	31.1	29.2	27.4	26.0	24.6
Gear Ratios: TRN (2): 2.21															
Speed (MPH):	5.9	6.7	7.6	8.4	9.2	10.1	10.9	11.8	13.4	13.4	14.3	15.1	16.0	16.8	17.6
Grade (%):	7.1	8.6	9.8	11.4	13.0	14.6	14.6	14.6	14.7	14.6	13.7	12.9	12.2	11.5	10.9
Gear Ratios: TRN (3): 1.53															
Speed (MPH):	8.5	9.7	10.9	12.1	13.4	14.6	15.8	17.0	19.4	19.4	20.6	21.9	23.1	24.3	25.5
Grade (%):	4.7	5.8	6.5	7.6	8.7	9.8	9.8	9.9	9.9	9.9	9.2	8.7	8.2	7.7	7.3
Gear Ratios: TRN (4): 1															
Speed (MPH):	13.0	14.9	16.7	18.6	20.4	22.3	24.1	26.0	29.6	29.7	31.6	33.4	35.3	37.1	39.0
Grade (%):	2.8	3.5	4.0	4.7	5.4	6.2	6.2	6.2	6.2	6.2	5.8	5.4	5.1	4.8	4.5
Gear Ratios: TRN (5): 0.76															
Speed (MPH):	17.1	19.6	22.0	24.4	26.9	29.3	31.8	34.2	39.0	39.1	41.5	44.0	46.4	48.9	51.3
Grade (%):	2.0	2.5	2.9	3.4	4.0	4.5	4.5	4.5	4.5	4.5	4.2	3.9	3.7	3.5	3.3
Gear Ratios: TRN (6): 0.67															
Speed (MPH):	19.4	22.2	24.9	27.7	30.5	33.3	36.0	38.8	44.2	44.4	47.1	49.9	52.7	55.4	58.2
Grade (%):	1.7	2.1	2.5	2.9	3.4	3.9	3.9	3.9	3.9	3.9	3.6	3.4	3.2	3.0	2.8

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1596	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	1000	1125	1250	1250	1250	1250	1247	1174	1109	1050	998	951
Net Torque:	585	701	784	903	1022	1140	1142	1143	1146	1143	1076	1016	962	915	872
Net HP:	78	107	134	172	214	260	283	305	348	348	348	348	348	348	349

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Warnings

Critical Warnings

Customers who finance a new Peterbilt through PACCAR Financial may be eligible for select warranty or rebate programs. Please consult your local PFC representative for eligibility details

Strong Suggestions

You have selected Allison FuelSense not desired. Peterbilt encourages to take advantage of this programing. Allison FuelSense see TSB 14-109.
When selecting the minimum recommended DEF tank capacity (option 5652980), your customer should be made aware that driver habits and adverse driving conditions can increase DEF consumption. This option is not recommended for vehicles operating in cold climates. Low DEF levels may result in engine torque de-rates.
You have selected California as the state of registry which requires CARB warranty and CARB clean idle label.

Warnings

The muffler protrudes 26" into the loadspace. Take this into consideration when determining your loadspace. Note: Formula to calculate usable cab to axle space is the wheelbase minus 26".
Option content is subject to final applications review.
Dealer to verify with the body manufacturer if any potential issues may arise with the selection of tow hooks and FEPTO.
Cummins remote PTO and throttle provisions (2140150) are useful for refuse body builders. It is an easy way for them to access throttle and PTO circuits without having to cut into the cab harness. Visit the Air & Trailer: Body Interface section to select the appropriate option.
20,000 lb. non-driving steer axles with dual steering require a minimum disc wheel load rating of 8,000 lb. Disc wheels with a load rating of less than 8,000 lb. are not strong enough to withstand steering loads.

Informational Messages

All orders are subject to review by Peterbilt Engineering for frame strength.

Peterbilt recommends fuel tank heaters for chassis to be used in cold climates. Visit the Tankbox workscreen to select an appropriate option.
Brakes on lift axles are not controlled by the anti-lock braking system. Visit the Rear Non-Driving Axle: Steerable/Non-Steerable Pusher/Tag Brake section to select an appropriate option.
Rear steel wheels are white by standard. Accuride black wheels in-place of white (5410280) or Accuride grey wheels in-place of white (5410290) are available. Peterbilt does not offer custom paint for steel wheels. Visit the Tires & Wheels: Wheel Miscellaneous section to select an appropriate option.
The standard black chassis paint will receive a twelve (12) month warranty or 100,000 miles (whichever comes first). Off-road/severe service orders or applications will be limited to a 90-day chassis paint warranty or 25,000 miles (whichever comes first).

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: TM-060926.01-FEL-R2
Date: 6/18/2026, 9:57:17 AM
Sales Rep: Taylor Mattson (TM)
Title: RSM - West
Email: tmattson@wastequip.com

NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote

Bill To

COAST COUNTIES PETERBILT
1740 N 4TH ST
SAN JOSE, CA 95112
Contact: Glen
Phone: (559) 355-7165
Email: Catalina

Ship To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586

WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMHFLPO22 - FL HARDOX / ELIPTICAL

Terms: Payment: Net 45 Days Delivery: TBD

Body

Furnish and Install: One (1) Amrep Hardox Front Loader Full Push Out AMHFLPO-22 on Your 4-Axle Cab & Chassis See Standard Specification Sheet - 22' Elliptical Body Style - 42 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material:
Hopper Lower: 4mm Hardox AR450, 175,000 PSI Steel
Body Lower: 4mm Hardox AR450, 175,000 PSI Steel
Body Upper: 1/8" Hardox AR450, 175,000 PSI Steel
Wear Plates: 3/16" Hardox AR450, 175,000 PSI Steel
Packer: 88" Full Packer Blade with Full-Push Out
Hopper: Large Street Side Service Door with Hydraulic Lockout
Arms: 8000lb Weld on Arms and Fixed 1-1/4" Side Pocket Forks
Canopy: Fixed Weld on Canopy
Controls: Single Joystick in Cab LH Side, Dual Lever Controls Outside LH Side

Warranty: Standard 12 Month Warranty on Workmanship and Materials

Options and Accessories

Description	Qty	Unit	Line Total
Base Body Price	1	$131,461.14	$131,461.14
Warranty - Standard 12 Month Warranty on Workmanship and Materials	1	$0.00	$0.00
Fire Extinguisher, 20 lb. with Bracket	1	$453.41	$453.41
Spill Kit, 5 Gal Bucket With Mounting Bracket	1	$125.00	$125.00
Working Lights - (1) Hopper & (1) Packer Area	1	$710.00	$710.00
AWTI 2-Camera System - (1) Hopper & (1) Reverse	1	$3,425.00	$3,425.00

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

Quote

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote #: TM-060926.01-FEL-R2
Date: 6/18/2026, 9:57:17 AM
Sales Rep: Taylor Mattson (TM)
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WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model	AMHFLPO22 - FL HARDOX / ELIPTICAL

Terms:	Payment: Net 45 Days Delivery: TBD

Notes

—

Pricing Summary

Per Unit Subtotal	$136,174.55
Subtotal	$136,174.55
Sales Tax (0%)	$0.00
FET (12%)	$0.00
Transportation	$0.00
TOTAL QUOTE AMOUNT	$136,174.55

Customer Signature

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01204
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: Diesel **VIN:** **New 2027 Peterbilt 520** **Price:** **$208,349.00**

Axles: 3 GCWR: 80000 **BodyType: Roll Off**

AMREP-AMROH22 - Roll Off 60K 22ft / 24ft Capacity $57,547.44

Per Unit: **$265,896.44**

Total Price	**$265,896.44**
Tire Fee	$17.50
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$24,457.93
BPA Fee	$37.00
Total	**$290,493.87**

* SOURCEWELL DEAL
* Primary payment of $208,349.00
* FLOORING WILL BE CHARGED AT THE RATE OF $52.38 PER DAY IF PRIMARY PAYMENT IS NOT PAID WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520
CAB & CHASSIS LIST PRICE	$289,374
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$81,025
Maximum Sourcewell Chassis Price:	$208,349
Price offered to the customer (Cab & Chassis):	$208,349
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$24,597
BODY PRICE (IF APPLICABLE)	$57,547
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$290,494

CHASSIS #	INSERT CHASSIS #

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 Rolloff diesel
Description 2:	Clone of Chassis 118340 Model 520

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Other Commodity

Body

Type:	Roll-Off
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.V.W.R. (lbs):	60000
G.C.W. (lbs):	60000

Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0

Maximum Grade:	6
Wheelbase (in):	210
Overhang (in):	60
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	269.9
Overall Comb. Length (in):	327.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091200	O	**Other Commodity**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095090	O	**Roll-Off**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200700	S	**Not Applicable** Secondary Manufacturer	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**160**
0601500	O	**Full Steel Inner Liner**	1,054	**659**
0620500	O	**Frame Components Bolted IPO Huck Fastened**	91	**0**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523300	O	**Dana Spicer DSP41 40,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-250	**-379**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680525	O	**Pneumatic Park Brake**	0	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1704630	O	**Ratio 4.63 Rear Axle**	0	**0**
1824400	O	**Hendrickson HMX EX 400 40,000 Lbs., 54"** Haulmaax, 60K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,506	**-108**
Engine & Equipment				
2075750	O	**PACCAR MX-11 400@1600 GV@2200 1450@900** (2024 Emissions) N20700 AA003 55....CC MAX TARGET SPEED N20800 AA004 10....CC MIN ENABLE SPEED N22000 AA005 OFF...DYNAMIC CC ENABLE N20830 AA006 MT....MULTI TORQUE IN CC N21930 AA009 0.....DRIVER REWARD VEH SPD BONUS N21940 AA010 -5....DRIVER REWARD VEH SPD PNLTY N21920 AA013 BOTH..OFFSET MODE N21950 AA015 3.....MIN SPEED FOR DR SHIFT AID N21960 AA016 1.....DSA LOWEST ACTV GEAR N21970 AA017 6.....DSA HIGHEST ACTV GEAR N21640 AA019 YES...EIST PARK BRAKE RESET ENABLE N21910 AA022 30....EIST LO CLNT TEMP OVRRDE N20870 AA023 80....EIST HI AMBAIR TEMP OVRRDE N20860 AA024 39....EIST LO AMBAIR TEMP OVRRDE N20900 AA025 5.....EIST PTO MAX IDLE TIME N20840 AA026 5.....EIST PARKED MAX IDLE TIME N20850 AA027 5.....EIST STANDSTILL IDLE TIME N20910 AA029 YES...EIST RESET FROM ENG LOAD N21170 AA030 NO....EIST OVERRIDE FROM ENG LOAD N21190 AA031 0.....EIST EXPIRATION DISTANCE N21230 AA032 YES...EIST ACCEL PEDAL RESET	21,561	**608**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21240 AA033 YES...EIST SERVICE BRK RESET		
		N21250 AA034 YES...EIST CLUTCH PEDAL RESET		
		N21260 AA035 YES...EIST PTO OVERRIDE		
		N20770 AA037 4.....DSL SPD OFFSET		
		N20760 AA038 2.....AUTO RTRDR VEH SPD OFFSET		
		N20750 AA039 0.1...TIME DELAY FOR RTRDR ACT		
		N20940 AA042 1900..FIC MAX ENG SPEED		
		N22080 AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN		
		N22090 AA044 750...CAB/REM: CUSTOM PRESET 1		
		N22100 AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN		
		N22110 AA046 850...CAB/REM: CUSTOM PRESET 2		
		N22120 AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN		
		N22130 AA048 950...CAB/REM: CUSTOM PRESET 3		
		N22010 AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC		
		N22020 AA050 750...CAB: CUSTOM PRESET 1		
		N22030 AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC		
		N22040 AA052 850...CAB: CUSTOM PRESET 2		
		N22050 AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC		
		N22060 AA054 950...CAB: CUSTOM PRESET 3		
		N20990 AA055 OFF...CAB: CLUTCH INTLK		
		N21010 AA058 ON A..CAB: PARK BRK INTLK		
		N21030 AA057 ON A..CAB: NEUTRAL INTLK		
		N21150 AA059 ON A..SER BRK INTLK: NO PTO		
		N21130 AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE		
		N21180 AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL		
		N21120 AA062 2000..CAB: MAX ENG SPD- SW CTRL		
		N21020 AA063 6.....CAB:MAX VEH SPEED		
		N21200 AA064 650...CAB: MIN ENG SPD		
		N21220 AA065 800...CAB: DEDICATED PRESET (-)		
		N21270 AA066 900...CAB: DEDICATED PRESET (+)		
		N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO		
		N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO		
		N21990 AA069 YES...PTO REM PEDAL ENABLE		
		N21600 AA070 OFF...REM: CLUTCH INTLK		
		N22140 AA071 OFF...REM: CUSTOM INTLK		
		N21700 AA072 ON AD.REM: NEUTRAL INTLK		
		N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO		
		N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL		
		N21110 AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT		
		N21320 AA076 650...REM: MIN ENG SPD		
		N21290 AA077 800...REM: DEDICATED PRESET (-)		
		N21490 AA078 900...REM: DEDICATED PRESET (+)		
		N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE		
		N20690 AA086 55....MAX ACCEL PEDAL VEH SPD		
		N21300 AA087 0.....VSL EXPIRATION DISTANCE		
		N21310 AA088 100...LRSL SPD LMT		
		N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL		
		N20710 AE002 650...IDLE TARGET		
		N20930 AE003 ON....FIC ENABLE/DISABLE		
		N22070 AA056 OFF...CAB: CUSTOM INTLK		
		N22170 AQ001 4.....PCC Max Negative Offset (AQ0		

Sales Code	Std/ Opt	Description	$ List	Weight
		N22180 AQ002 4.....PCC Max Positive Offset (AQ0		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092012	O	**Typical Operating Speed 55 MPH**	0	**0**
2092027	O	**MX Retarder State Cruise Control On** (Manual Mode Engine Parameter)	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2092065	O	**PTO Mode Control - CAB Station**	0	**0**
2092082	O	**Engine Monitoring Protection - Derate** (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0	**0**
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522080	O	**PACCAR Premium Starter - P Engines Only** PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	86	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.		
2738410	O	**WABCO 25.9 CFM Air Compressor** MX, WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	14	**7**
2811160	O	**Compression Brake, Paccar Engines** The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0	**0**
2921180	O	**PACCAR Fuel/Water Separator On Engine** Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	-130	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	0	**0**
3387890	O	**36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)**	82	**4**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250660	U	**TC-571 Torque Converter**	0	**0**
4250900	O	**Main Transmission Rear Support** Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	92	**11**

Sales Code	Std/ Opt	Description	$ List	Weight
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256730	O	**Allison 5-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4610925	U	**Non-Self Returning Brake Hand Valve**	23	**0**
4612800	O	**Trailer Hand Valve, Column Mounted Controls**	25	**0**
4612900	O	**AE Connection EOF, 7-Way Socket, Connection EOF** Strapped to the rail	784	**15**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	587	**-94**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Heavy Duty, Two Hand Holes		
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5556130	O	**26" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	249	**13**
5604080	O	**Location LH BOC 80 Gallon**	0	**0**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0	**0**
5652940	O	**PACCAR MX Engine Fuel Cooler**	143	**15**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	0	**0**
Battery Box & Bumper				
6010570	O	**Aluminum Space Saver Battery Box RH BOC**	659	**-11**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	24	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610470	O	**(1) Air Horn 24.5" Chrome - Round w/Horn Shield**	66	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		For automatic or automated transmission		
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	66	**0**
7788056	U	**24 Months SmartLINQ Subscription With OTA**	0	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901140	O	**Backup Alarm (87-112 DB)** Variable adjusting	129	**6**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		N85200 FRAME L0001EA BLACK		

Shipping Destination

Options Not Subject To Discount

9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9400092	O	**PACCAR MX Standard Coverage** 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408656	O	**SmartLINQ RD/OTA 5YR Sub** PACCAR MX Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
9408930	O	**PDI At CVS Location**	110	**0**
9408936	O	**Frame Layout Identical to Previous Chassis** ***Narr*** *118340*	550	**0**

Miscellaneous

9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$289,374
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$1,942
Total Weight (lbs)	18,154

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

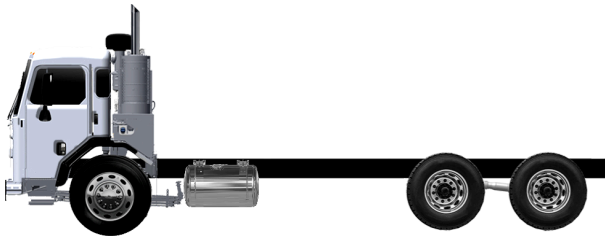
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Amrep Inc . 1555 S. Cucamonga Ave. Ontario, California 91761	1

Requested Schedule Dates

Date	Quantity
7/16/2026	1

FRAME RAKE

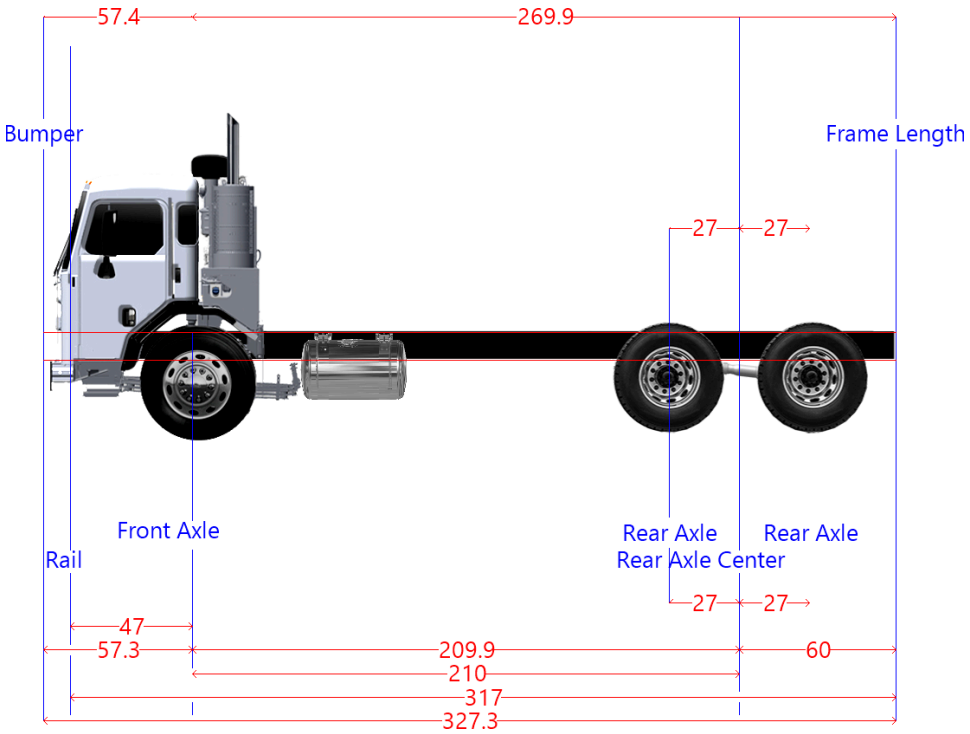


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	7.4	9.7
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**38.3**	**41.4**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**3.3**	**3.4**
		Frame Rake Slope (%)	**1.6**	**1.6**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	183	237
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	269.9	0.1	270
Cab to Rear Axle	209.9	0.1	210
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	317	-47	270
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	269.9	0.1	270
Overall Length	327.3	-57.3	270
Overhang	60	210	270
Pusher Offset #1	0	183	210
Pusher Offset #2	0	183	210
Pusher Offset #3	0	183	210
Tag Offset	0	210	237
Wheelbase	210	0	210

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1354840	PHP10 Iron PreSet PLUS Hubs	20,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220530	FF: Alcoa 89U647 22.5X9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523300	Dana Spicer DSP41 40,000 lb	40,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824400	Hendrickson HMX EX 400 40,000 Lbs., 54"	40,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

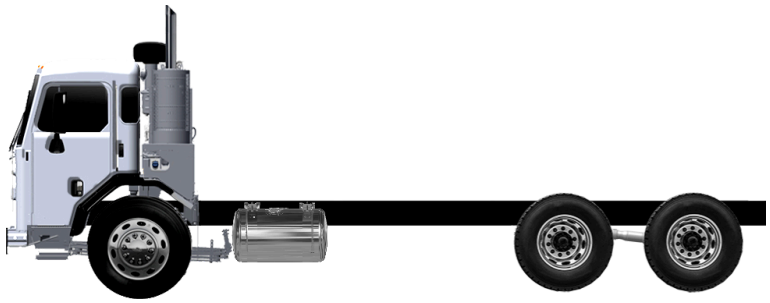
GCWR (lbs)	60,000
Min	60,000
Max	110,000

The Gross Combination Weight Rating rating cannot exceed 110000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



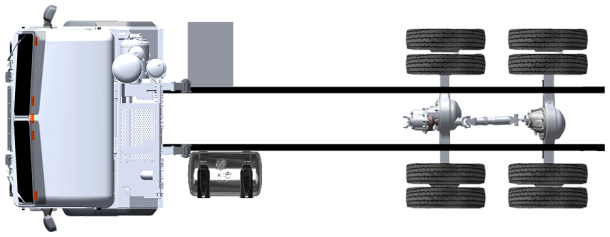
Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 39 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	11620	6533	18153
Tools/Driver	420	-45	375
Fuel & DEF	473	172	644
Max Payload	7488	33340	40828
Auxiliary Payload	0	0	0
Total	20000	40000	60000
Specify Ground Load	20000	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **210** inches
Overhang measurement: **60** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 210)

Sales Code	Description	Length	Side
5655069	DEF Tank 520, 7.3 Gal	25	Left
5556130	26" Aluminum 80 Gallon Fuel Tank LH BOC	40.95	Left
6010570	Aluminum Space Saver Battery Box RH BOC	25.1	Right

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 60000
Quote/DTPO/CO:	QUO-1267238-H4S5G9
Engine:	2075750 PACCAR MX-11 400@1600 GV@2200 1450@900
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523300 Dana Spicer DSP41 40,000 lb
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	24.74
2.21	11.63

Engine RPM:	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2150	2200
Gross Torque:	701	791	972	1152	1450	1450	1450	1450	1450	1450	1381	1320	1123	822	707	445	0	0	0
Net Torque:	598	691	866	1038	1319	1322	1324	1326	1328	1329	1266	1211	1029	750	643	400	-13	-12	-12
Net HP:	57	79	115	158	226	252	277	303	329	354	362	369	333	257	233	152	-5	-5	-5

RAX-Ratio: 4.63

Gear Ratios: TRN (1): 4.7																			
Speed (MPH):	2.8	3.3	3.9	4.4	5.0	5.5	6.1	6.7	7.2	7.8	8.3	8.9	9.4	10.0	10.5	11.1	11.7	11.9	12.2
Grade (%):	12.2	14.3	18.2	22.1	28.7	28.8	28.8	28.9	28.9	29.0	27.4	26.1	21.9	15.6	13.2	7.9	-1.0	-1.0	-1.0
Gear Ratios: TRN (2): 2.21																			
Speed (MPH):	5.9	7.1	8.3	9.4	10.6	11.8	13.0	14.2	15.3	16.5	17.7	18.9	20.1	21.2	22.4	23.6	24.8	25.4	26.0
Grade (%):	5.3	6.3	8.1	9.8	12.7	12.7	12.8	12.8	12.8	12.8	12.2	11.6	9.7	6.9	5.8	3.3	-0.8	-0.8	-0.8
Gear Ratios: TRN (3): 1.53																			
Speed (MPH):	8.5	10.2	11.9	13.6	15.3	17.0	18.7	20.5	22.2	23.9	25.6	27.3	29.0	30.7	32.4	34.1	35.8	36.6	37.5
Grade (%):	3.5	4.1	5.4	6.6	8.5	8.6	8.6	8.6	8.6	8.6	8.2	7.8	6.5	4.5	3.8	2.1	-0.8	-0.8	-0.8
Gear Ratios: TRN (4): 1																			
Speed (MPH):	13.0	15.6	18.3	20.9	23.5	26.1	28.7	31.3	33.9	36.5	39.1	41.7	44.3	46.9	49.5	52.1	54.8	56.1	57.4
Grade (%):	2.0	2.5	3.3	4.0	5.3	5.3	5.4	5.4	5.4	5.4	5.1	4.8	4.0	2.7	2.2	1.1	-0.8	-0.8	-0.8
Gear Ratios: TRN (5): 0.76																			
Speed (MPH):	17.2	20.6	24.0	27.4	30.9	34.3	37.7	41.2	44.6	48.0	51.5	54.9	58.3	61.8	65.2	68.6	72.0	73.8	75.5
Grade (%):	1.4	1.7	2.3	2.9	3.9	3.9	3.9	3.9	3.9	3.9	3.7	3.5	2.9	1.9	1.5	0.7	-0.7	-0.7	-0.7
Gear Ratios: TRN (6): 0.67																			
Speed (MPH):	19.5	23.4	27.2	31.1	35.0	38.9	42.8	46.7	50.6	54.5	58.4	62.3	66.2	70.1	73.9	77.8	81.7	83.7	85.6
Grade (%):	1.1	1.4	1.9	2.5	3.3	3.3	3.4	3.4	3.4	3.4	3.2	3.0	2.4	1.6	1.3	0.5	-0.7	-0.7	-0.7

Engine RPM:	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2150	2200
Gross Torque:	701	791	972	1152	1450	1450	1450	1450	1450	1450	1381	1320	1123	822	707	445	0	0	0
Net Torque:	598	691	866	1038	1319	1322	1324	1326	1328	1329	1266	1211	1029	750	643	400	-13	-12	-12
Net HP:	57	79	115	158	226	252	277	303	329	354	362	369	333	257	233	152	-5	-5	-5

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: AH-061226.01-RO-R3
Date: 6/18/2026, 12:02:17 PM
Sales Rep: Antonio Hernandez (AH)
Title: RSM - West Hoists
Email: anthernandez@wastequip.com

NOTICE: Proposal Valid For 30 Days From Date For Acceptance And For Production 120 Days From Date Of Quote

Bill To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586
Email: bspry@ci.porterville.ca.us

Ship To

CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Contact:
Phone: (559) 782-7586

WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMROH22 - Roll Off 60K 22ft / 24ft Capacity

Terms: Payment: Net 45 Days Delivery: TBD

Body

Furnish and Install: One (1) AMREP Roll-Off Model AMRO-H-22 Mounted On Your 3 Axle Cab & Chassis With The Following:
Base Model: 22' Reeving System - Up to 24' Box Capacity 12" x 4" x 3/8" Roll Off Frame Rail Spacing 34" 7/8" x 75' Roll Off Cable (3) Rollers Per Side Adjustable Hooks (For Shorter Boxes) (2) Hoist Cylinders 5 1/2 x 3 x 62 5/8" (2) Reeving Cylinders 6" x 3 x 83 5/8" Chelsea PTO Commercial/Parker Gear Pump 25GPM

Warranty: Standard 12 Month Warranty on Workmanship and Materials

Options and Accessories

Description	Qty	Unit	Line Total
Base Body Price	1	$34,156.74	$34,156.74
Warranty - Standard 12 Month Warranty on Workmanship and Materials	1	$0.00	$0.00
Controls, Air In Cab - Joystick	1	$505.47	$505.47
Fenders, Full Composite Minimizer	1	$1,003.83	$1,003.83
Flood Lights, Dual - Back Of Cab	1	$635.39	$635.39
Headache Rack, Wire Mesh Back Of Cab - (With Tarper)	1	$502.42	$502.42
Hitch Assy, Pup Trailer (Truck Must Have Trailer Package Installed)	1	$2,669.45	$2,669.45
ICC Bar, Hydraulic Automatic Retractable	1	$505.47	$505.47
Rachets, Dual With Straps & Hooks - For Tie Down At Rear	1	$361.34	$361.34
Spill Kit, 5 Gal Bucket With Mounting Bracket	1	$363.49	$363.49
Stinger, Extendable Rails - Bobtail	1	$3,245.97	$3,245.97
Tarper, Pioneer Coverall RP4500SARG	1	$11,686.70	$11,686.70
Tool Box, 36in Lockable Curbside	1	$695.27	$695.27
Wet Line, Hydraulic Power To Rear	1	$505.47	$505.47

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

Amrep Manufacturing Company LLC
1555 S. Cucamonga Ave
Ontario, CA 91761

Quote

Quote #: AH-061226.01-RO-R3
Date: 6/18/2026, 12:02:17 PM
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WASTEQUIP CUSTOMER FINANCE PROGRAM

Equipment loans/lines of credit/municipality financing at competitive rates.* Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details contact Will Kessler - Phone: 717-377-2312 or Email: wkessler@wastequip.com *Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.

Model AMROH22 - Roll Off 60K 22ft / 24ft Capacity

Terms: Payment: Net 45 Days Delivery: TBD

Options and Accessories

Description	Qty	Unit	Line Total
Work Light, Dual - LED	1	$710.43	$710.43

Notes

Add additional slots in rail. Sales Tax, F.E.T and Transportation Not Included.

Pricing Summary

Per Unit Subtotal	$57,547.44
Subtotal	$57,547.44
Sales Tax (0%)	$0.00
FET (12%)	$0.00
Transportation	$0.00
TOTAL QUOTE AMOUNT	$57,547.44

Customer Signature

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized. ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the purchaser and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https:/ / www.wastequip.com/ terms- conditions- of- sale as of the date set forth in Section 1(b) of the WQ T&C and are made a part of this Quote. These T&Cs may be updated from time to time and are available by hardcopy upon request.

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01202
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: Diesel VIN:1	**New 2027 Peterbilt 520**	**Price:**	**$198,304.00**
Axles: 3 GCWR: 60000	**BodyType: Refuse Side loader**		
	New Way 31yd Sidewinder ASL body (w/o CNG brackets)		$186,581.00
		Per Unit:	**$384,885.00**
Stock#: Diesel VIN:2	**New 2027 Peterbilt 520**	**Price:**	**$198,304.00**
Axles: 3 GCWR: 60000	**BodyType: Refuse Side loader**		
	New Way 31yd Sidewinder ASL body (w/o CNG brackets)		$186,581.00
		Per Unit:	**$384,885.00**

Total Price	**$769,770.00**
Tire Fee	$35.00
DOC Prep Fee	$170.00
Sales Tax(9.25%)	$71,219.46
BPA Fee	$74.00
Total	**$841,268.46**

* Sourcewell Deal
* Primary payment of $198,304 per unit
* FLOORING WILL BE CHARGED AT THE RATE OF $51.61 PER DAY IF CHASSIS IS NOT PAID IN FULL WITHIN 30 DAYS
OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	**CITY OF PORTERVILLE**
	# 18843

PETERBILT MODEL	**520**

CHASSIS #	INSERT CHASSIS #

CAB & CHASSIS LIST PRICE	**$275,422**
SOURCEWELL DISCOUNT %	**28.00%**
SOURCEWELL DISCOUNT $	$77,118
Maximum Sourcewell Chassis Price:	$198,304
Price offered to the customer (Cab & Chassis):	**$198,304**
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	***PRICE IS COMPLIANT***
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	**$35,749**
BODY PRICE (IF APPLICABLE)	**$186,581**
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	**$420,634**

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520 SL Deisel
Description 2:	Clone of Chassis 118341 Model 520

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader / Push-Out
Length (ft):	24
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.V.W.R. (lbs):	64000
G.C.W. (lbs):	64000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	219
Overhang (in):	58
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	218.9
Cab to EOF (in):	276.9
Overall Comb. Length (in):	334.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095220	O	**Automated Side Loader / Push-Out**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200700	S	**Not Applicable** Secondary Manufacturer	0	**0**
0203160	O	**New Way 29 - 31 Yd Sidewinder ASL Tandem**	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**185**
0611790	O	**Aluminum Frame Rail Crossmembers** Excludes suspension	281	**-60**
0620110	O	**FEPTO Provision 9in Bumper Extension** Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,670	**42**
0633405	O	**Additional Frame Drilling**	654	**0**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**

Sales Code	Std/ Opt	Description	$ List	Weight
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0	**0**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1353540	O	**PHP10 Aluminum PreSet PLUS Hubs** PHP10 aluminum PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	242	**-179**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
1390540	O	**Dust Shields, Cam Brakes, Front Axle**	31	**4**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1672630	O	**Differential Lock Both Axles** Air Rocker Switch Occupies the Space of One Gauge	2,049	**60**

Sales Code	Std/ Opt	Description	$ List	Weight
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1682430	S	**Anti-Lock Braking System (ABS) 4S4M** ABS-6. Includes air braking system.	0	**0**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	583	**0**
1706500	O	**Ratio 6.50 Rear Axle**	0	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	**-84**
1911010	S	**Steel Suspension Insert Up To 77" Overhang**	0	**-239**

Engine & Equipment

2074810	O	**PACCAR PX-9 380@1900 GOV@2100 1250@1200** Performance (2024 Emissions) N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr	4,339	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 100...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092009	O	**Typical Operating Speed 58 MPH**	0	**0**
2092032	O	**Powertrain Optimized for Performance** Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	**0**
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2140700	S	**EPA Engine Idling Compliance**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.		
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921110	S	**PACCAR Fuel/Water Separator Standard Service** PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3367200	S	**Exhaust Vertical LH DPF/SCR** LH Back of Cab Vertical, Single Module	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
3381860	O	**Exhaust 90 Degree Diffuser**	153	**0**
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250490	U	**Allison RDS, Pkg 170**	0	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4252940	S	**Allison Neutral At Stop** Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS** Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	298	**0**
4256450	O	**Allison MD/HD Shift Select AL** Dual station controls	3	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520420	O	**Pull Cords All Air Tanks**	4	**1**
4540420	S	**Nylon Chassis Hose**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4611160	O	**Body Connection Harness, Heil**	147	**0**
Tires & Wheels				
5008040	O	**FF: AP 20ply 315/80R22.5 EnduTrax MA**	76	**-20**
5108020	O	**RR: AP 16ply 11R22.5 EnduCombi RD CS**	996	**152**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5310600	S	**RR: Accur Stl Armor 50291PK 22.5X8.25** Heavy Duty, Two Hand Holes	0	**0**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5556130	O	**26" Aluminum 80 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	249	**13**
5604080	O	**Location LH BOC 80 Gallon**	0	**0**
5650490	S	**Fuel Cooler** Required with single fuel tank	0	**0**
5651390	O	**Top Of Fuel Tank 5" Below Top Of Frame**	732	**33**
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0	**0**
5652980	S	**DEF To Fuel Ratio Between 1:1 And 2:1**	0	**0**
5655069	S	**DEF Tank 520, 7.3 Gal**	0	**0**
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender**	1,059	**1**

Sales Code	Std/ Opt	Description	$ List	Weight
		Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.		
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	1,357	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7560850	O	**(2) Convex 8 Inch SSTL Mirrors** Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	89	**2**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	66	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8070860	O	**Main Instrumentation Panel** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
8153100	O	**(1) F/O Load Light, Switch, 10' Wire Coil** Under / in cab / sleeper baggage compartment	45	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9400094	S	**PACCAR PX-9 Standard Coverage** 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408634	O	**SmartLINQ RD - 5YR Sub** PACCAR PX Engines	799	**0**
9408701	O	**Base Warr: Emissions (CARB Operation)** 5YR/150K MI - PX-9 Engine	2,186	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9408930	O	**PDI At CVS Location**	110	**0**
9408936	O	**Frame Layout Identical to Previous Chassis** ***Narr*** *118341*	550	**0**

Miscellaneous

9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$275,422
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$4,128
Total Weight (lbs)	16,503

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Shipping Destinations

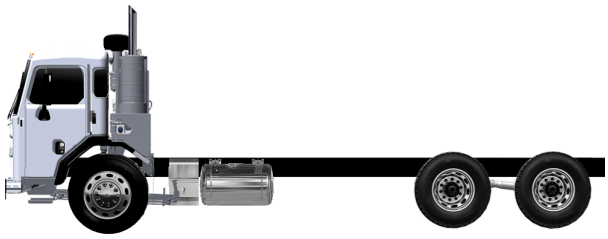
Intermediate Destination: PDI At CVS

Final Destinations	Quantity
Scranton MFG-New Way 101 State St. Scranton, IOWA 51462	2

Requested Schedule Dates

Date	Quantity
7/15/2026	2

FRAME RAKE

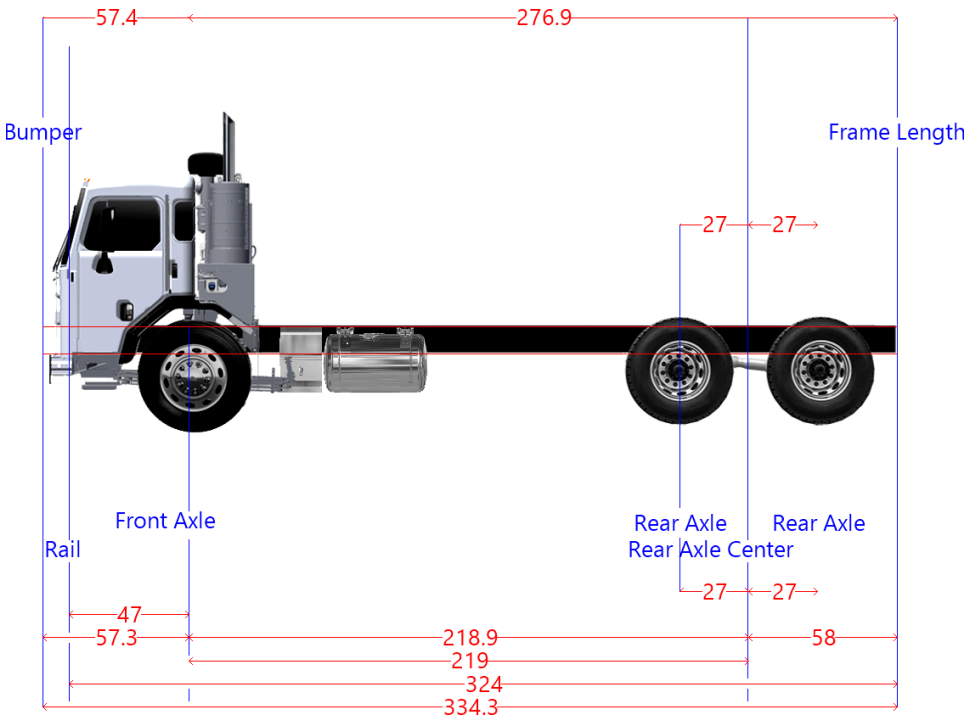


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	7.4	9.7
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	19.7	20.4
		Front Frame Height	**38.3**	**41.4**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	11.5	13.6
Rear Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	19.3	20.4
		Rear Frame Height	**41.6**	**44.8**
		Frame Rake	**3.3**	**3.4**
		Frame Rake Slope (%)	**1.5**	**1.6**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	192	246
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	276.9	0.1	277
Cab to Rear Axle	218.9	0.1	219
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	324	-47	277
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	276.9	0.1	277
Overall Length	334.3	-57.3	277
Overhang	58	219	277
Pusher Offset #1	0	192	219
Pusher Offset #2	0	192	219
Pusher Offset #3	0	192	219
Tag Offset	0	219	246
Wheelbase	219	0	219

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1353540	PHP10 Aluminum PreSet PLUS Hubs	20,000
Brakes			
Tires	5008040	FF: AP 20ply 315/80R22.5 EnduTrax MA	20,400
Wheels	5220520	FF: Alcoa 89U637 22.5 X 9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1523330	Dana Spicer DSH44 44,000 lb, High Performance 44	44,000
Hubs, Drums	1616290	PHP10 Aluminum PreSet PLUS Hubs	78,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	46,000
Tires	5108020	RR: AP 16ply 11R22.5 EnduCombi RD CS	48,040
Wheels	5310600	RR: Accur Stl Armor 50291PK 22.5X8.25	64,000

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 44,000

The rear axle weight rating cannot exceed 44000

GROSS COMBINATION WEIGHT RATING

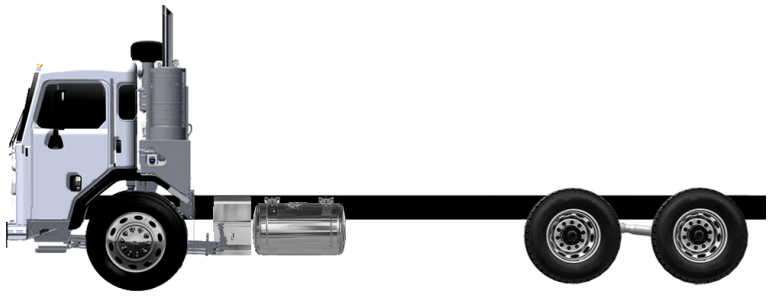
GCWR (lbs)	64,000
Min	64,000
Max	64,000

The Gross Combination Weight Rating rating cannot exceed 64000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 41 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	10404	6099	16503
Tools/Driver	418	-43	375
Fuel & DEF	451	193	644
Max Payload	8727	37751	46478
Auxiliary Payload	0	0	0
Total	20000	44000	64000
Specify Ground Load	20000	44000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **219** inches
Overhang measurement: **58** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 219)

Sales Code	Description	Length	Side
5655069	DEF Tank 520, 7.3 Gal	25	Left
5556130	26" Aluminum 80 Gallon Fuel Tank LH BOC	40.95	Left
6011070	Aluminum Battery Box LH Frame Mtd Back-of-Fender	16.5	Left

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 64000
Quote/DTPO/CO:	QUO-1266894-W5T1K4
Engine:	2074810 PACCAR PX-9 380@1900 GOV@2100 1250@1200
Transmission:	4052970 Allison 4500 RDS-P Transmission, Gen 6
Rear Axle:	1523330 Dana Spicer DSH44 44,000 lb, High Performance 44
Rear Tire:	5108020 RR: AP 16ply 11R22.5 EnduCombi RD CS | : 497
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	27.80
2.21	13.07

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1596	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	1000	1125	1250	1250	1250	1250	1247	1174	1109	1050	998	951
Net Torque:	585	701	784	903	1022	1140	1142	1143	1146	1143	1076	1016	962	915	872
Net HP:	78	107	134	172	214	260	283	305	348	348	348	348	348	348	349

RAX-Ratio: 6.5

Gear Ratios: TRN (1): 4.7															
Speed (MPH):	2.8	3.2	3.6	4.0	4.3	4.7	5.1	5.5	6.3	6.3	6.7	7.1	7.5	7.9	8.3
Grade (%):	16.0	19.5	21.9	25.6	29.3	33.2	33.2	33.3	33.4	33.3	31.1	29.2	27.4	26.0	24.6
Gear Ratios: TRN (2): 2.21															
Speed (MPH):	5.9	6.7	7.6	8.4	9.2	10.1	10.9	11.8	13.4	13.4	14.3	15.1	16.0	16.8	17.6
Grade (%):	7.1	8.6	9.8	11.4	13.0	14.6	14.6	14.6	14.7	14.6	13.7	12.9	12.2	11.5	10.9
Gear Ratios: TRN (3): 1.53															
Speed (MPH):	8.5	9.7	10.9	12.1	13.4	14.6	15.8	17.0	19.4	19.4	20.6	21.9	23.1	24.3	25.5
Grade (%):	4.7	5.8	6.5	7.6	8.7	9.8	9.8	9.9	9.9	9.9	9.2	8.7	8.2	7.7	7.3
Gear Ratios: TRN (4): 1															
Speed (MPH):	13.0	14.9	16.7	18.6	20.4	22.3	24.1	26.0	29.6	29.7	31.6	33.4	35.3	37.1	39.0
Grade (%):	2.8	3.5	4.0	4.7	5.4	6.2	6.2	6.2	6.2	6.2	5.8	5.4	5.1	4.8	4.5
Gear Ratios: TRN (5): 0.76															
Speed (MPH):	17.1	19.6	22.0	24.4	26.9	29.3	31.8	34.2	39.0	39.1	41.5	44.0	46.4	48.9	51.3
Grade (%):	2.0	2.5	2.9	3.4	4.0	4.5	4.5	4.5	4.5	4.5	4.2	3.9	3.7	3.5	3.3
Gear Ratios: TRN (6): 0.67															
Speed (MPH):	19.4	22.2	24.9	27.7	30.5	33.3	36.0	38.8	44.2	44.4	47.1	49.9	52.7	55.4	58.2
Grade (%):	1.7	2.1	2.5	2.9	3.4	3.9	3.9	3.9	3.9	3.9	3.6	3.4	3.2	3.0	2.8

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1596	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	1000	1125	1250	1250	1250	1250	1247	1174	1109	1050	998	951
Net Torque:	585	701	784	903	1022	1140	1142	1143	1146	1143	1076	1016	962	915	872
Net HP:	78	107	134	172	214	260	283	305	348	348	348	348	348	348	349

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Warnings

Critical Warnings

Customers who finance a new Peterbilt through PACCAR Financial may be eligible for select warranty or rebate programs. Please consult your local PFC representative for eligibility details

Strong Suggestions

You have selected California as the state of registry which requires CARB warranty and CARB clean idle label.
You have selected Allison FuelSense not desired. Peterbilt encourages to take advantage of this programing. Allison FuelSense see TSB 14-109.
When selecting the minimum recommended DEF tank capacity (option 5652980), your customer should be made aware that driver habits and adverse driving conditions can increase DEF consumption. This option is not recommended for vehicles operating in cold climates. Low DEF levels may result in engine torque de-rates.

Warnings

A flipper valve is not supplied unless a flipper valve to actuate front/rear brakes (4540940) is selected. Visit the Air & Trailer: Air Equipment Miscellaneous section to select the appropriate option, if desired.
The muffler protrudes 26" into the loadspace. Take this into consideration when determining your loadspace. Note: Formula to calculate usable cab to axle space is the wheelbase minus 26".
Dealer to verify with the body manufacturer if any potential issues may arise with the selection of tow hooks and FEPTO.
Option content is subject to final applications review.
Cummins remote PTO and throttle provisions (2140150) are useful for refuse body builders. It is an easy way for them to access throttle and PTO circuits without having to cut into the cab harness. Visit the Air & Trailer: Body Interface section to select the appropriate option.
20,000 lb. non-driving steer axles with dual steering require a minimum disc wheel load rating of 8,000 lb. Disc wheels with a load rating of less than 8,000 lb. are not strong enough to withstand steering loads.

Informational Messages

The standard black chassis paint will receive a twelve (12) month warranty or 100,000 miles (whichever comes first). Off-road/severe service orders or applications will be limited to a 90-day chassis paint warranty or 25,000 miles (whichever comes first).
Additional frame drilling per customer furnished drawing, reference chassis number, or custom body is subject to Peterbilt Engineering review.
Rear steel wheels are white by standard. Accuride black wheels in-place of white (5410280) or Accuride grey wheels in-place of white (5410290) are available. Peterbilt does not offer custom paint for steel wheels. Visit the Tires & Wheels: Wheel Miscellaneous section to select an appropriate option.
Peterbilt recommends fuel tank heaters for chassis to be used in cold climates. Visit the Tankbox workscreen to select an appropriate option.
All orders are subject to review by Peterbilt Engineering for frame strength.

Ray Gaskin Service

QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 661-659-5010
Local: 909-574-7000
Prepared by: Mike Covarrubias

DATE 6/10/2026

VALID FOR 90 days
TERMS

CUSTOMER

Golden State Peterbilt/ City of Porterville
Attn: Glen Catalina

DESCRIPTION	Quantity	AMOUNT
New 2023 New Way 31yd Sidewinder ASL body	1	$178,781.00
Front mount Dennison Tandem Vane pump		
Painted Single Color (White N0006EX)		
Standard 96-gallon arm with 6x6 chain		
Standard Safety Vision dual camera system, Hopper and Back-up		
Hydraulic Crusher Panel		
All LED Lighting		
LED Work lights (1 Hopper, 1 arm and 1-fender facing rear)		
LED Strobe lights upper tailgate and lower tailgate		
Triangle Kit and fire extinguisher 20LB		
Spill kit-5 Gallon bucket style mounted on frame rail		
Hopper Access Ladder		
Shovel and broom holder		
Joystick controls, Under seat rocker switches		
Optional 75 DGE Roof Mount Brackets for future CNG Install	1	$1,200
Freight – Delivered to Porterville	1	$7,800
Lead Time- 120 days ARC		
FET @ 12%		N/A
Estimated DMV Fees		TBD
Sales Tax		TBD
Warranty: Standard 2yr Warranty on Cylinders		
Standard 1yr Warranty on Body, Hydraulics		
Paint: Body Acrylic Urethane Enamel Color – Paint Code TBD		

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x_____ **Date:**_____

Print Name:

Subtotal	$ 187,781.00
Taxable	
Tax rate	
Tax due	$ -
Other	$ -
TOTAL	**$ 187,781.00**

If you have any questions about this price quote, please contact
Bobby Ziello Bobby@raygaskinservice.com
Thank You For Your Business!

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01220
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: 117952 **VIN:3BPDHL0X3RF117952** **New 2024 Peterbilt 520** **Price:** **$275,300.00**

Axles: 3 GCWR: 60000 **BodyType: Refuse Side loader**

2026 New Way 24yd Sidewinder ASL body-EV mount	$212,061.00
Flooring is included for 100 days, aditional 80 days will cost 5,000	$5,000.00
Per Unit:	**$492,361.00**

Total Price	**$492,361.00**
Tire Fee	$17.50
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$44,552.26
BPA Fee	$37.00
Total	**$537,052.76**

Flooring interest, 100 days included in price. estimated build is 180 days, additional flooring for 80 days, 5,000.00 ____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

Coast Counties Peterbilt - Porterville
15243 Road 192 | Porterville, CA 93257
Phone: (800) 421-0117 Fax: (559) 784-5672
https://www.coastcounties.com

Glen Catalina
gcatalina@coastcounties.com
Work: 559-782-5800
Mobile: 559-355-7165



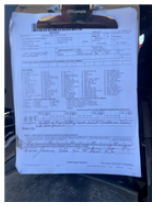
2024 Peterbilt 520EV

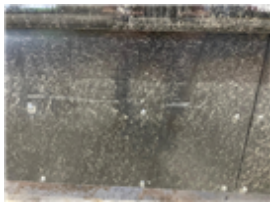
Stock# 117952 VIN 3BPDHL0X3RF117952

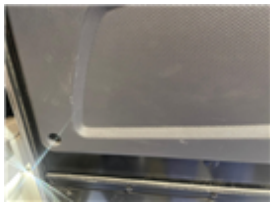














Detailed Specifications

Engine Make	MERITOR	**Engine Model**	400KW
Engine HP	536	**Suspension Type**	HAULMAAX
Front Tire Size	315/80R22.2	**Rear Tire Size**	11R22.5
Sleeper Type	NON	**Axle Configuration**	Tandem
FA Capacity	20,000	**RA Capacity**	46,000
Rear End Ratio	3.91	**Wheelbase**	215"
Front Wheels	Aluminum	**Rear Wheels**	Aluminum
Frame Material	Steel	**Color**	WHITE
Interior	STANDARD	**Interior Color**	GRAY
Paint Code	L0006EY		

Additional Equipment

Heated Mirrors	Power Mirrors
Tilt/Telescopic Wheel	11 KW ON BOARD AC CHARGER/LH BOX 125KW DC/CCS1 CONNECTOR

All specifications are believed to be correct. However, periodically errors and omissions do occur. Coast Counties Peterbilt - Porterville will not be held liable for errors and omissions. Please verify pertinent specifications prior to sale.

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PETERBILT CHASSIS FINAL BILL PAGE 001
VMXXR036-1 FOR VIN 3BPDHL0X3RF117952 AS OF 01/15/24
UNIT TYPE 2
DEALER CODE - G801 CUSTOMER NO - CGZ9 DATES
NAME AND ADDRESS STOCK REQ DELV 06/21/23
GOLDEN STATE PB - FRESNO
DELIVERY 01/15/24
4390 S BAGLEY AVE 520 PRIC EFF 01/15/24

FRESNO CA 93725-9386
PREVIOUS CHASSIS NO.
THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION
COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING

INTENDED SERVICE 0093035 REFUSE/ON-HWY

BODY
BODY TYPE 0095120 AUTOMATED SIDE LOADER

BODY LENGTH 288.00 IN BODY HEIGHT 120.00 IN
MAX LADEN WEIGHT 2000.00 LBS
TRAILER
TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00
OPERATING AREA RESTRICTIONS
LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:
CHASSIS
FRONT AXLE LOAD 18180.00 LBS REAR AXLE LOAD 46000.00 LBS GCW 20000.00 LBS
WHEELBASE 215.00 IN FAX/BOC 0.10 IN CAB/AXLE 215.00 IN
CAB/EOF 280.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

UNIT TYPE 2
SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS
GAWR FRONT: 18,180.00 LBS
GAWR FIRST INTER 23,000.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 64,180.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0005201	MODEL 520 LCF	P	224,932	16,475
0100000	THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR DESCRIPTION DID NOT PROVIDE ADEQUATE INFORMATION FOR A CODE TO BE DETERMINED YOU SHOULD CONTACT THE OPTION APPROVAL	U	0	0
0200635	ELECTRIC VEHICLE	P	0	0
0200637	MERITOR BATTERY ELECTRIC VEHICLE ASMBLR MODEL 520 ONLY	P	0	0
0203000	VEHICLE LAYOUT SENT PENDING APPROVAL	U	0	0
0203010	VEHICLE LAYOUT APPROVED	U	0	0
	FRAME AND EQUIPMENT			
0514160	10-3/4" STEEL RAILS 306"-342" 3/8" RAIL THICKNESS	P	444	210
0601500	FULL STEEL INNER LINER USE W/10-1/2, 10-3/4, 10-5/8" RAILS	P	1,016	600
0620500	FRAME COMPONENTS BOLTED IPO HUCK FASTEN	P	91	0
0623060	BODY BRACKETS MOUNTED TO FRAME RAIL BEHIND BATTERY PACKS	P	432	25
0633405	ADDITIONAL FRAME DRILLING	P	658	0
0644020	EOF SQUARE WITH STEEL CROSSMEMBER	P	199	64
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
	FRONT AXLE AND EQUIPMENT			
1011890	PACCAR FX-20 STEER AXLE 20,000 LBS. 4" DROP	P	0	0
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P	0	0
1243010	POWER STEERING SHEPPARD M100 DUAL GEAR	P	0	0
1354850	PHP10 IRON PRESET+ HUBS - AIR DISC	P	0	0
1354870	SEVERE SERVICE DISC BRAKE ROTOR FOR REFUSE APPLICATIONS	P	0	0
1380400	MERITOR REFUSE AIR DISC FRNT BRAKES STEER AXLE (EX+H)	P	1,630	0
1380490	PACCAR FX WIDE TRACK IPO STD FRONT AXLE(S)	P	0	0
	REAR AXLE AND EQUIPMENT			
1514020	E-AXLE TANDEM 46K LBS - ELECTRIC VEH	P	0	1,295
1616310	SEVERE SERVICE DISC BRAKE ROTOR FOR REFUSE APPLICATIONS	P	0	0
1616500	E-AXLE REAR BRAKE/ IRON PHP10 HUBS	P	0	0
1680500	SBM VALVE	P	0	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	493	35
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687101	ELECTRIC VEHICLE AIR DISC BRAKES REFUSE MERITOR EX+H	P	0	0
1687820	MGM PISTON STYLE BRAKE CHAMBERS ONLY AVAIL W/ MERITOR EX+H AIR DISC BRK	P	1,900	0

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1703910	RATIO 3.91 REAR AXLE	P	0	0
1824410	HENDRICKSON HMX EX 460 46,000 LBS., 54" HAULMAAX, 70K CREEP RATING	P	1,586	67-
1921965	HMX EX DOUBLE REBOUND STRAP KIT	P	274	0
	ENGINE AND ENGINE EQUIPMENT			
2062340	MERITOR 400 KW (536 HP) E-AXLE MOTOR BEV ONLY	P	206,564	251
2140220	CARB AND EPA ENGINE IDLING NOT REQUIRED	P	0	0
2140630	EPTO MOTOR 138 HP (103 kW) CONTINOUS SAE C 4-BOLT STRAIGHT KEYED SHAFT	P	14,359	165
2140640	F/OE-PTO (PLUG) 174 HP (130 kW) CONT. 650 VDC. 200 AMP FUSE	P	2,076	35
2140670	EPA EMISSION WARRANTY	P	0	0
N2215	E223 65....MAXIMUM ACCELERATOR PEDAL VE			
N2216	E224 65....MAXIMUM CRUISE SPEED (E124)			
2515100	HIGH VOLTAGE TO LOW VOLTAGE CONVERTER BEV ONLY	P	0	0
2522230	POWER ON BEV ONLY	P	0	0
2534090	400 KWH BATTERY SYSTEM BEV ONLY	P	314,189	6,712
2539930	11 KW ON BOARD AC CHARGER, LH BOC 125 KW DC, CCS1 CONNECTOR	P	0	25
2720100	ELECTRIC AIR COMPRESSOR BEV ONLY	P	0	0
3112010	BATTERY THERMAL MANAGEMENT BEV ONLY	P	0	0
3120320	BUGSCREEN	P	140	0
3120450	STAINLESS STEEL GRILLE	P	0	0
3218010	REGENERATIVE BRAKING BEV ONLY	P	0	0
3360100	INTEGRATED BATTERY GRID HEATER BEV ONLY	P	0	0
	TRANSMISSION AND CLUTCH			
4040070	E-AXLE TRANSMISSION, ELECTRIC VEHICLE	P	0	0
4211640	E-AXLE VEHICLE CONFIG, NO DRIVESHAFT BEV ONLY	P	0	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER	P	0	0
	AIR AND TRAILER EQUIPMENT			
4510210	BENDIX AD-HF EP AIR DRYER, HEATER COALESCING FILTER, EXTENDED PURGE	P	0	0
4540420	NYLON CHASSIS HOSE	P	0	0
4544110	BEV ALUMINUM AIR TANK	P	2,252	0
4611160	BODY CONNECTION HARNESS, HEIL	P	147	0
	TIRES AND WHEELS			
5056510	FF: MN 20PLY 315/80R22.5 X WORKS Z PART: MN64204 FET: 106	P	157	2-
5133470	RR: GY 16PLY 11R22.5 ARMOR MAX PRO GRADE MSD PART: GY138799652 FET: 232	P	3,824	216
5190008	Code-rear Tire Qty 08		0	0
5220520	FF: ALCOA 89U637 22.5X9.00 HIGH POLISH ALM	P	320	110-
5320770	RR: ALCOA ULA187 22.5X8.25 HIGH POLISH	P	1,460	0
5390008	Code-rear Rim Qty 08		0	0
	FUEL TANKS			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
5579000	LFP BATTERY ENERGY STORAGE SYSTEM BEV ONLY	P	0	0
5604000	LOCATION LH BEHIND CAB 000 GAL			
	BATTERY BOX AND BUMPER			
6011100	LH EV BATTERY BOX	P	0	0
6021630	EV BATTERY BOX - TRANSVERSE MOUNTED SIDE LOADER ONLY	P	0	0
6121700	STEEL BUMPER CHANNEL PAINTED	P	0	0
	CAB AND EQUIPMENT			
6501090	53" LCF PROBILT CAB RH DRIVE	P	1,361	0
6540160	THERMAL INSULATION PACKAGE IN CAB	P	0	0
6800500	4.5" RUBBER FLARES ON CAB AND WHEEL WELL FENDERS	P	0	0
6911720	PETERBILT DRIVER SEAT	P	0	0
6921720	PETERBILT PASSENGER SEAT	P	0	0
6939400	AIR RIDE DRIVER	P	394	43
6939440	LOW BACK DRIVER	P	0	0
6939470	VINYL DRIVER	P	0	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7000000	GRAY INTERIOR COLOR	P	0	0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7110680	EXTERIOR CAB ENTRY GRABHANDLE TEXTURED; NFPA COMPLIANT	P	0	0
7220150	FIXED REAR WINDOW BOC DARK TINT 18.5"X54"	P	29	0
7230350	TWO-PIECE FLAT WINDSHIELD #REQUIRES MANAGEMENT APPROVAL ON M.D.#	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7330920	(2) DEFROSTER FAN ON REAR HEADER	P	244	60
7564140	BLACK LH/RH DUAL PLANE MIRRORS, HEATED MOTORIZED, MOUNTED TO DOORS	P	23-	2
7564160	ADDTL CONVEX MIRRORS, MTD TOP OF LH/RH DUAL PLANE MIRRORS	P	88	0
7610020	(1) AIR HORN 15" PAINTED MOUNTED UNDER CAB	P	0	0
7722120	CONCERTCLASS, AM/FM,WB, 3.5 AUX	P	473	10
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB (4) SPEAKERS	P	138	6
7728040	BLUETOOTH PHONE & AUDIO REQUIRES USB PORT	P	62	0
7728050	USB PORT	P	62	0
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	39	13
7900270	FIRE EXTINGUISHER, CAB MOUNTED HAZMAT APPROVED UL LISTED/RATED ABC	P	75	12
7901130	BACKUP ALARM (107 DB)	P	112	3
8041200	DUAL SCALE SPEEDOMETER MPH OVER KPH	P	0	0
8110090	HEADLIGHTS SINGLE RECTANGULAR HALOGEN	P	0	0
8120550	(5) LIGHT GUARDS ON MARKER LIGHTS	P	20	2

UNIT TYPE 2

CODE	DESCRIPTION			PUB CD	PRICE	WEIGHT
8120570	(5) LED CLEARANCE,(2) LED MARKER LIGHTS			P	0	0
8131560	(2) PETERBILT FOG LIGHTS RECESSED IN BUMPER			P	411	6
8133900	NONE FURNISHED STOP/TAIL/BACKUP			P	0	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES			P	61	0
8134160	SELF-CANCELING TURN SIGNAL			P	0	0
	PAINT					
8500710	STANDARD PAINT COLOR SELECTION			P	200-	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD			P	0	0
N8502	A -	L0006EY	WHITE			
N8520	FRAME	L0001EA	BLACK			
N8550	CAB ROOF	L0006EY	WHITE			
N8570	BUMPER	L0001EA	BLACK			
	MISCELLANEOUS					
9400088	BASE WARR: BATT ELEC PWRTRN CLASS 8 12 MONTHS/100K MI (160KM)			P	0	0
9407147	FUEL PRICE INDEX FACTOR $213 NET			P	0	0
9409055	STATE REGISTRY: CALIFORNIA			P	0	0
9409879	LONG LEAD-TIME COMPONENT(S) ON ORDER ORDER PROCESSING			U	0	0
9409891	LONG LEAD-TIME COMPONENT(S) - 26 WEEKS			U	0	0
9409983	PETERBILT MOTORS COMPANY			U	0	0
9490093				U	0	0
9499190				U	0	0
9499985				P	0	0
N9994						
N9995						
N9996						
N9997						
N9998						
N9999						

** TOTAL ESTIMATED WEIGHT	26,086
TOTAL LIST PRICE	782,489
BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE	
ADJUSTED LIST PRICE	782,489
PROMOTION PROGRAM CODE 0001366 @ 0.00 %	0

SURCHARGE/OPTIONS NO DISC

9408982 - VEHICLE LAYOUT	1,500
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC	1,500
OPTIONAL EXT WTY & PRV MNT	
9400090 - PETERBILT CLASS 8 STANDARD COVERAGE 1 YEAR/100,000 MILES (160,000 KM)	0
TOTAL OPTIONAL EXT WTY & PRV MNT	0
TOTAL TIRE FET INCLUDED -- AS PRODUCED	338
MRKTG PROGS, PROMOS, SERVICE & TECHNOLOGY	1,395

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

SHIP CD : ISD0001
DLR/BUS : NONE
ADDRESS1 :
ADDRESS2 :

Ray Gaskin Service

QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 661-659-5010
Local: 909-574-7000
Prepared by: Mike Covarrubias

DATE 6/19/2026

VALID FOR 90 days
TERMS

CUSTOMER

Golden State Peterbilt/ City of Porterville
Attn: Glen Catalina

DESCRIPTION	Quantity	AMOUNT
New 2026 New Way 24yd Sidewinder ASL body	1	$204,261.00
Complete mount on EV chassis with EPTO integration and pump		
Painted Single Color (White N0006EX)		
Standard 96-gallon arm with 6x6 chain		
Standard Safety Vision dual camera system, Hopper and Back-up		
Hydraulic Crusher Panel		
All LED Lighting		
LED Work lights (1 Hopper, 1 arm and 1-fender facing rear)		
LED Strobe lights upper tailgate and lower tailgate		
Triangle Kit and fire extinguisher 20LB		
Spill kit-5 Gallon bucket style mounted on frame rail		
Hopper Access Ladder		
Shovel and broom holder		
Joystick controls, Under seat rocker switches		
Freight – Delivered to Porterville	1	$7,800
Lead Time- 120 days ARC		
FET @ 12%		N/A
Estimated DMV Fees		TBD
Sales Tax		TBD
Warranty: Standard 2yr Warranty on Cylinders		
Standard 1yr Warranty on Body, Hydraulics		
Paint: Body Acrylic Urethane Enamel Color – Paint Code TBD		

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x_____ **Date:**_____

Print Name:

Subtotal	$ 212,061.00
Taxable	
Tax rate	
Tax due	$ -
Other	$ -
TOTAL	**$ 212,061.00**

If you have any questions about this price quote, please contact
Bobby Ziello Bobby@raygaskinservice.com
Thank You For Your Business!

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01226
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: 520EV **VIN:** **New 2027 Peterbilt 520EV** **Price:** **$576,540.00**

Axles: 3 GCWR: 60000 **BodyType: Refuse Side loader**

New Way 31yd Sidewinder ASL body electric-delivered to Porterville $212,061.00

Per Unit: **$788,601.00**

Total Price	**$788,601.00**
Tire Fee	$17.50
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$72,953.46
BPA Fee	$37.00
Total	**$861,693.96**

SOURCEWELL DEAL
FET EXEMPT
* PRICING QUOTED IS ONLY GOOD WHILE BUILD SLOTS AVAILABLE FOR 2026.
* FLOORING WILL BE CHARGED AT THE RATE OF $133.17 PER DAY IF PRIMARY PAYMENT IS NOT PAID WITHIN 30 DAYS OF ARRIVING AT BODY BUILDER. (INITIAL)_____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

SOURCEWELL PETERBILT DEALER QUOTE/INVOICE TEMPLATE

PETERBILT MOTORS COMPANY SOURCEWELL CONTRACT # 032824

*DEALER TO FILL IN ALL GREY CELLS

COAST COUNTIES PETERBILT	CITY OF PORTERVILLE
	# 18843

PETERBILT MODEL	520	CHASSIS #	INSERT CHASSIS #

CAB & CHASSIS LIST PRICE	$800,750
SOURCEWELL DISCOUNT %	28.00%
SOURCEWELL DISCOUNT $	$224,210
Maximum Sourcewell Chassis Price:	$576,540
Price offered to the customer (Cab & Chassis):	$576,540
SOURCEWELL COMPLIANT PRICE VERIFICATION (Sourcewell price must be equal to or less than MAXIMUM Sourcewell contract price)	*PRICE IS COMPLIANT*
Add price of Extended Warranties	
Add PRICE FOR ALL OTHER SOURCED GOODS/SERVICES: (ADD'L FLOORING, DEALER INSTALLED or SUPPLIED ITEMS, Taxes & FET if applicable, Doc fee, Title, Plate)	$73,093
BODY PRICE (IF APPLICABLE)	$212,061
TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES AND APPLICABLE TAXES AND FLOORING	$861,694

Model	Sourcewell Discount
220	5%
535	15%
536	15%
537	15%
548	17%
567	34%
579	30%
589	30%
520	28%

Other sourced goods/services: Sales Tax, other charges dealer fees.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	520EVNewWaySL neworder
Description 2:	Clone of Chassis 117952 Model 520

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader
Length (ft):	24
Height (ft):	10
Max Laden Weight (lbs):	2000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	18180
Rr Axle Load (lbs):	46000
G.V.W.R. (lbs):	64180
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	215
Overhang (in):	65
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	214.9
Cab to EOF (in):	279.9
Overall Comb. Length (in):	337.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	**0**
0095120	O	**Automated Side Loader**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200635	O	**Electric Vehicle**	0	**0**
0200637	O	**Meritor Battery Electric Vehicle Assembler** Model 520 Only	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**195**
0601500	O	**Full Steel Inner Liner**	1,054	**680**
0620500	O	**Frame Components Bolted IPO Huck Fastened**	91	**0**
0623060	O	**Body Brackets Mounted to Frame Rail** Behind Battery Packs	430	**25**
0633405	O	**Additional Frame Drilling**	654	**0**
0644020	O	**EOF Square with Steel Crossmember**	221	**64**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
Front Axle & Equipment				
1011890	S	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	0	**0**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354850	S	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0	**0**
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0	**0**
1380400	O	**Meritor Refuse Air Disc Front Brakes**	1,556	**0**
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	0	**0**
Rear Axle & Equipment				
1514020	O	**eAxle Tandem 46,000 lbs - Electric Vehicle**	0	**1,295**
1616500	O	**eAxle Rear Brake/Iron PHP10 Hubs**	0	**0**
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		conditions and withstand the stress from high temperatures, extending component life.		
1687101	O	**Electric Vehicle Air Disc Brakes** Refuse Meritor EX+H	0	**0**
1687820	O	**MGM Piston Style Brake Chambers** Tandem Drive Axle, Only Available With Meritor EX+H Air Disc Brakes	1,984	**0**
1703910	O	**Ratio 3.91 Rear Axle**	0	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	**-84**
1921965	O	**HMX EX Double Rebound Strap Kit**	272	**0**
Engine & Equipment				
2062340	O	**Meritor 400 KW (536 HP) E-Axle Motor BEV Only**	185,399	**-1,444**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140630	O	**EPTO Motor 138 HP (103 kW) Continous** SAE C 4-Bolt Straight Keyed Shaft	14,359	**165**
2140670	O	**EPA Emission Compliant Engine**	0	**0**
2140675	O	**Emission Warranty Exception**	0	**0**
2515100	O	**High Voltage to Low Voltage Converter** BEV Only	0	**0**
2522230	O	**Power On** BEV Only	0	**0**
2534090	O	**400 KWH Battery System** BEV Only	345,515	**6,712**
2539930	O	**11 KW on Board AC Charger, LH BOC** 125 kW DC, CCS1 Connector	0	**25**
2720100	O	**Electric Air Compressor** ZERO EMISSIONS	0	**0**
3112010	O	**Battery Thermal Management** BEV Only	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3218010	O	**Regenerative Braking** BEV Only	0	**0**
3360100	O	**Integrated Battery Grid Heater** BEV Only	0	**0**
Transmission & Equipment				

Sales Code	Std/ Opt	Description	$ List	Weight
4040070	O	**E-Axle Transmission, Electric Vehicle**	0	**0**
4211640	O	**E-Axle Vehicle Config, No Driveshaft** BEV only.	0	**0**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
Air & Trailer Equipment				
4510190	O	**Bendix AD-HF Air Dryer, Heater** Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	-207	**-6**
4540420	S	**Nylon Chassis Hose**	0	**0**
4544110	O	**BEV Aluminum Air Tank**	2,239	**0**
4611160	O	**Body Connection Harness, Heil**	147	**0**
Tires & Wheels				
5056510	O	**FF: MN 20ply 315/80R22.5 X Works Z** Efficiency Rating: Poor An all-position, on/off-road tire, this tire provides unsurpassed durability against road hazards.Diameter= 42.9 inches; SLR= 19.8 inches	680	**-2**
5133470	O	**RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD** Efficiency Rating: Poor Diameter= 42.5 inches; SLR= 19.9 inches	4,188	**168**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5320790	O	**RR: Alcoa 880677 22.5X8.25 High Polish Alum**	2,792	**-320**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5579000	O	**LFP Battery Energy Storage System** BEV only	0	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
Battery Box & Bumper				

Sales Code	Std/ Opt	Description	$ List	Weight
6011100	O	**LH EV Battery Box**	0	**0**
6021630	O	**EV Battery Box - Transverse Mounted** Side Loader Only	0	**0**
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins	0	**0**
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	1,357	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6911720	S	**Peterbilt Driver Seat**	0	**0**
6921720	S	**Peterbilt Passenger Seat**	0	**0**
6939400	O	**Air Ride Driver**	411	**43**
6939440	S	**Low Back Driver**	0	**0**
6939470	S	**Vinyl Driver**	0	**0**
6939510	S	**Non-Air Ride Passenger**	0	**0**
6939540	S	**Low Back Passenger**	0	**0**
6939570	S	**Vinyl Passenger**	0	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.		
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	24	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7330920	O	**(2) Defroster Fan On Rear Header**	248	**60**
7564140	O	**Black LH/RH Dual Plane Mirrors, Heated** Dual Plane motorized mirrors are mounted to doors on both the right and left hand sides. Includes fold-away feature and requires additional top mounted convex mirrors (7564160) For front loader body type configuration.	-20	**2**
7564160	O	**Addt'l Convex Mirrors, Mounted Top of LH/RH** Dual Plane Mirrors	87	**0**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**
7728050	O	**USB Port**	66	**0**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	**12**
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8041200	O	**Dual Scale Speedometer MPH Over KPH**	0	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120550	O	**(5) Light Guards On Marker Lights**	20	**2**

Sales Code	Std/ Opt	Description	$ List	Weight
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8131560	O	**(2) Peterbilt Fog Lights** Recessed in Bumper	409	**6**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400088	O	**Base Warr: Batt Elec Pwrtrn Class 8** 12 Months/100K Mi (160Km)	0	**0**
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9407147	O	**Fuel Price Index Factor $483 NET**	483	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	**0**
Miscellaneous				
9409055	O	**State Of Registry: California**	0	**0**
9409772	U	**Force Regulatory Subcategory Vocational Urban**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**
9499985	O	**Unit Not Drivable w/o Modifications** There is an option on the order that makes the option is not legally allowed to be driven without modification. This does not prevent Active from making modifications (temporary marker lights) to have it is the lead truck.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight

Promotions

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$800,750
Marketing and Service Support Fee	$1,725
Prepaid Freight	$4,500
Total Surcharge/Options Not Subject To Discount	$1,983
Total Weight (lbs)	24,037

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
Scranton MFG-New Way 101 State St. Scranton, IOWA 51462	1

Requested Schedule Dates

Date	Quantity
7/22/2026	1

FRAME RAKE

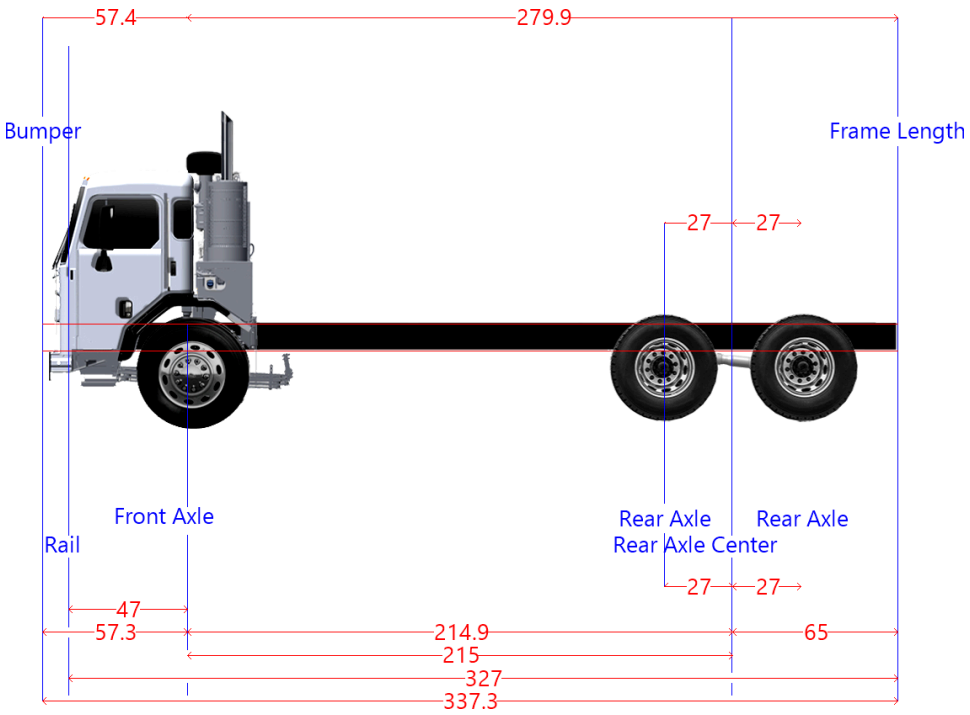


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Front Spring	1114030	Taper Leaf Springs, Shocks 20,000 lb	7.4	9.7
Front Axle Drop 3.5""	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	-0.5	-0.5
Height Adj.		25mm Front Spring Spacer Blocks	1.0	1.0
Front Tires	5056510	FF: MN 20ply 315/80R22.5 X Works Z	19.8	20.5
		Front Frame Height	**38.4**	**41.4**
Frame	0514160	10-3/4" Steel Rails 306-342"	10.8	10.8
Subframe				
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	11.5	13.6
Rear Tires	5133470	RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD	19.9	21.0
		Rear Frame Height	**42.2**	**45.3**
		Frame Rake	**3.8**	**3.9**
		Frame Rake Slope (%)	**1.8**	**1.8**

These characteristics are considered to be out of standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	188	242
Bumper to Back of Cab	57.4	-57.3	0.1
Bumper to Front Axle	57.3	-57.3	0
Bumper to Front Frame	10.3	-57.3	-47
Cab to End of Frame	279.9	0.1	280
Cab to Rear Axle	214.9	0.1	215
Effective Bumper to Back Of Cab	57.4	-57.3	0.1
Frame Length	327	-47	280
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47	-47	0
Load Space	279.9	0.1	280
Overall Length	337.3	-57.3	280
Overhang	65	215	280
Pusher Offset #1	0	188	215
Pusher Offset #2	0	188	215
Pusher Offset #3	0	188	215
Tag Offset	0	215	242
Wheelbase	215	0	215

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1011890	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	20,000
Springs	1114030	Taper Leaf Springs, Shocks 20,000 lb	20,000
Power Steering	1243010	Power Steering Sheppard M100 Dual Gear	20,000
Hubs, Drums	1354850	PHP10 Iron PreSet PLUS Hubs - Air Disc	23,000
Brakes			
Tires	5056510	FF: MN 20ply 315/80R22.5 X Works Z	18,180
Wheels	5220520	FF: Alcoa 89U637 22.5 X 9.00 High Polish	20,000

Requested Front (Lbs): 0
Minimum: 11,000
Maximum: 18,180

The front axle weight rating cannot exceed 18180

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	1514020	eAxle Tandem 46,000 lbs - Electric Vehicle	46,000
Hubs, Drums	1616500	eAxle Rear Brake/Iron PHP10 Hubs	46,000
Service Brakes			
Spring Brakes	1680525	Pneumatic Park Brake	0
Suspension	1824410	Hendrickson HMX EX 460 46,000 LBS., 54"	46,000
Tires	5133470	RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD	48,040
Wheels	5320790	RR: Alcoa 880677 22.5X8.25 High Polish Alum	59,200

Requested Rear (Lbs): 0
Minimum: 20,000
Maximum: 46,000

The rear axle weight rating cannot exceed 46000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	66,000
Min	64,180
Max	66,000

The Gross Combination Weight Rating rating cannot exceed 66000

WEIGHT DISTRIBUTION

Model: 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.

One or more options are missing a center of gravity value. Please contact the SmartSpec team to resolve this matter.



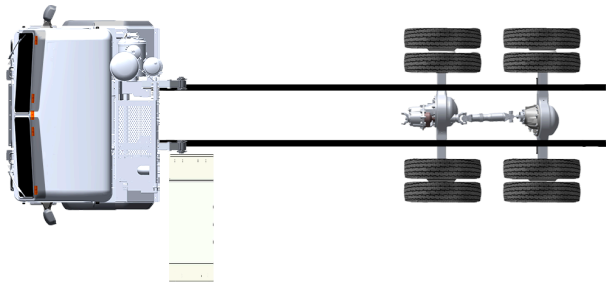
Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: -1 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	17986	6051	24037
Tools/Driver	419	-44	375
Fuel & DEF	0	0	0
Max Payload	-224	39992	39768
Auxiliary Payload	0	0	0
Total	18180	46000	64180
Specify Ground Load	18180	46000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
Selected rearmost setting is **0** inches
Wheelbase measurement: **215** inches
Overhang measurement: **65** inches



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 215)

Sales Code	Description	Length	Side
6021630	EV Battery Box - Transverse Mounted	75	??
6011100	LH EV Battery Box	116.7	??

Cruise Data Missing (SalesToolDEDProd_Experlogix)

No Cuise Data

No cruise data found.

Coast Counties Truck & Equipment Company (C512)
15243 Road 192
Porterville, California 93257

CITY OF PORTERVILLE
555 N. PROSPECT
PORTERVILLE, California 93258
United States of America

Glen Catalina
Cell Phone: 559-355-7165
Office Phone: 559-782-5800
Email: gcatalina@coastcounties.com

RUSSELL ISOM
Cell Phone: 559-359-2689
Email: risom@ci.porterville.ca.us

Warnings

Critical Warnings

Customers who finance a new Peterbilt through PACCAR Financial may be eligible for select warranty or rebate programs. Please consult your local PFC representative for eligibility details

Strong Suggestions

Please note the selling dealer is responsible for performing the PDI prior to delivery to the body builder.
Aluminum air tanks are recommended for use with an electric vehicle.
You have selected California as the state of registry which requires CARB warranty and CARB clean idle label.

Warnings

The muffler protrudes 26" into the loadspace. Take this into consideration when determining your loadspace. Note: Formula to calculate usable cab to axle space is the wheelbase minus 26".
20,000 lb. non-driving steer axles with dual steering require a minimum disc wheel load rating of 8,000 lb. Disc wheels with a load rating of less than 8,000 lb. are not strong enough to withstand steering loads.
Option content is subject to final applications review.

Informational Messages

Peterbilt recommends fuel tank heaters for chassis to be used in cold climates. Visit the Tankbox workscreen to select an appropriate option.
All orders are subject to review by Peterbilt Engineering for frame strength.
Additional frame drilling per customer furnished drawing, reference chassis number, or custom body is subject to Peterbilt Engineering review.
The standard black chassis paint will receive a twelve (12) month warranty or 100,000 miles (whichever comes first). Off-road/severe service orders or applications will be limited to a 90-day chassis paint warranty or 25,000 miles (whichever comes first).
Many states have adopted California Air Resource Board (CARB) standards. You should consult with the environmental and law enforcement agencies in your state and states where the truck will operate

about compliance with the CARB idling regulation and SmartWay designation. Compliance with the CARB regulation will require the addition of code 2140200 to your order. Visit the Vocational Analysis: CARB Compliance section to select the appropriate option.

Ray Gaskin Service

QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 661-659-5010
Local: 909-574-7000
Prepared by: Mike Covarrubias

DATE 6/19/2026

VALID FOR 90 days
TERMS

CUSTOMER

Golden State Peterbilt/ City of Porterville
Attn: Glen Catalina

DESCRIPTION	Quantity	AMOUNT
New 2026 New Way 24yd Sidewinder ASL body	1	$204,261.00
Complete mount on EV chassis with EPTO integration and pump		
Painted Single Color (White N0006EX)		
Standard 96-gallon arm with 6x6 chain		
Standard Safety Vision dual camera system, Hopper and Back-up		
Hydraulic Crusher Panel		
All LED Lighting		
LED Work lights (1 Hopper, 1 arm and 1-fender facing rear)		
LED Strobe lights upper tailgate and lower tailgate		
Triangle Kit and fire extinguisher 20LB		
Spill kit-5 Gallon bucket style mounted on frame rail		
Hopper Access Ladder		
Shovel and broom holder		
Joystick controls, Under seat rocker switches		
Freight – Delivered to Porterville	1	$7,800
Lead Time- 120 days ARC		
FET @ 12%		N/A
Estimated DMV Fees		TBD
Sales Tax		TBD
Warranty: Standard 2yr Warranty on Cylinders		
Standard 1yr Warranty on Body, Hydraulics		
Paint: Body Acrylic Urethane Enamel Color – Paint Code TBD		

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x_____ **Date:**_____

Print Name:

Subtotal	$ 212,061.00
Taxable	
Tax rate	
Tax due	$ -
Other	$ -
TOTAL	**$ 212,061.00**

If you have any questions about this price quote, please contact
Bobby Ziello Bobby@raygaskinservice.com
Thank You For Your Business!

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.trustmme.com
Toll Free 1-888-484-9968

July 1, 2026

City of Porterville
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7517
Cell: 559-333-4202
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Labrie Environmental Group Wittke Starlight Compressed Natural Gas truck mounted on a new 2026 Peterbilt 520 truck chassis from the Sourcewell program (Contract No. 110223-LEG) for your review.

One (1) Each Labrie CNG Wittke Starlight Frontloader Refuse Body with 40 (38+2) cubic yard capacity complete with the following standard features:

Key Features:

- With their robust yet streamlined design and constructed with AR450 Abrasion Resistant Steel for higher augmented payload capacity, the Wittke™ Front Loaders optimize waste capacity and revenue. With quick arm cycles, Wittke™ ensures efficient daily routes.
- The Wittke™ Starlight is renowned for its agility, handling both residential and commercial routes. Its low body weight maximizes legal payload capacity, and its rapid-lifting cycle guarantees fast loading on the route.
- Wittke™ arms deliver swift and smooth lifting. Thanks to the high-flow Muncie pump, packing takes just 18-20 seconds, and an arm cycle, only 12-14 seconds.
- Effectively reduce debris on routes. The second arm lift directs waste to the hopper, not the ground. Wittke™ loaders feature gutters for fluid control, minimizing spillage.
- Unlike standard bushing designs that require frequent replacement due to the daily cycling of front loader arms, Wittke's engineered steel trunnion bearings, mounted externally, are designed to last the unit's entire lifespan with proper lubrication.
- The unique plow shape of Wittke's packer ensures debris remains inside the body, not trapped behind it. The angled design enhances force transfer, resulting in a notable increase in compaction efficiency and reduced cleaning expenses.
- High-quality, lightweight yet durable AR steel in the body, packer, hopper, and tailgate. It offers 5 times the abrasion resistance of mild steel. It offers the best strength-to-weight ratio, achieving higher payloads.

Complete with the following selected components:

CNG:

- CNG System Roof Mounted – 5 Tanks 75 DGE
- CNG Filling Port on Front Bumper Streetside
- Transit Style CNG Filling Port in Control Panel
- Ignition Interlock on Streetside Front Bumper Filling Port Cap

Lifting Arm:
- Deceleration Valve on Arms Up & Down Movement
- Canopy Sweeper

Hydraulic:
- Hydraulic Pressure Gauge for Main Valve with Quick Coupler

Lighting:
- Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Work Light under Canopy - LED (2)
- Work Light Hopper Streetside - LED (1)
- Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)

Camera:
- 2X Envirolink Camera(s) - 2X Standard Position(s) With Heater/Without Shutter
- EnviroLink 9" Color Monitor (4 Channels)
- Autopack

Service & Maintenance:
- Ground Level Grease Point for Packer Cylinders - Body Front Wall Side (Centralized)
- Body Service Hoist

Chassis:
- Tow Hooks (2) on Chassis Rear End

Cab:
- Windshield/Cab Guard

Factory Mounted on a new 2026 Peterbilt 520 4-axle truck chassis per attached specifications and complete with the following features:
- L9N 320@2000 Engine
- Allison 3000 RDS-P Automatic Transmission, Gen 6
- 62,000 GVWR
- Air Ride Driver's Seat
- Tag Axle
- Painted White

Sourcewell Price F.O.B. Porterville, CA	$462,567.63
9.25% Estimated Sales Tax	42,787.50
Total	$505,355.13

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
  Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
  Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan – nsteffan@source-mme.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Labrie products.
- Quotation includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Normal delivery 275-345 days, A.R.O., depending on chassis availability.
- Terms: Net 30
- Quotation valid for 30 days

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.trustmme.com
Toll Free 1-888-484-9968

July 1, 2026

City of Porterville
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7517
Cell: 559-333-4202
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Labrie Environmental Group Automizer Compressed Natural Gas refuse truck mounted on a new 2026 Peterbilt 520 truck chassis from the Sourcewell program (Contract No. 110223-LEG) for your review.

One (1) Each Labrie CNG Automizer TTD Right–Hand Side Loader Refuse Body with 31 (27+4) cubic yard capacity complete with the following standard features:

Key Features:

- Abrasion-resistant steel has five times more abrasion resistance than mild steel, making it ideal for building rugged hoppers without sacrificing payload. These high-quality materials result in an average of 8% savings on maintenance costs alone, and with AR450 providing the greatest tensile strength and lightest weight in its class
- Smooth-operating arms are essential when maneuvering in tight spaces. They have low "mass-in-motion" and "under hopper" inline designs that reduce torque in the arm when dumping, leading to greater longevity. The Right-Hand™, Alley-Hand™, and Helping-Hand™ are easy to operate, making collection in all conditions a breeze.
- The rounded and tapered shape of the body sides and roof increases the compaction ratio by retaining the majority of the material at the back of the body. The tapered shape also makes the unloading process very smooth even at the highest compaction ratio.
- Body walls are available in a single piece of abrasion-resistant steel for increased strength and a seamless appearance that's perfect for graphics. Single-Piece body sides mean greater structural strength, no reinforcement posts, and fewer weld seams to crack or corrode. All of that adds up to a longer life for the body and a cleaner appearance.

Complete with the following selected components:

CNG:

- CNG System Roof Mounted – 5 Tanks 75 DGE
- CNG Filling Port on Front Bumper Streetside
- Transit Style CNG Filling Port in Control Panel
- Ignition Interlock on Streetside Front Bumper Filling Port Cap

Lifting Arm:

- Arm (or Mast) Out Alarm at 2km/h – 1 mph
- Spill Shield on Gripper

Hopper Area:

- Crusher Panel
- Retainer Teeth Under Breaker Bar (3/8" Hardox 450)

Consoles & Controls:
- Crusher Panel Control on Joystick
- Packer Control on Joystick

Hydraulic:
- Hydraulic Pressure Gauge for Main Valve with Quick Coupler

Accessories:
- Broom, Shovel and Hoe at standard Labrie location. Location may change depending on truck's configuration.
- Fire Extinguisher 20 lbs (1) at standard Labrie location. Location may change depending on truck's configuration.

Lighting:
- Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Work Light Package – LED
- Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP

Camera:
- 3X Envirolink Camera(s) - 3X Standard Position(s) With Heater/Without Shutter
- EnviroLink 9" Color Monitor (4 Channels)

Structure, Liners & Materials:
- Hopper Floor Liner 1/4" - Hardox 450

Chassis:
- Chassis Holes Fill with Grade 8 Bolts

Factory Mounted on a new 2026 CNG Peterbilt 520 3-axle truck chassis per attached specifications and complete with the following features:
- L9N 320@2000 Engine
- Allison 3000 RDS-P Automatic Transmission, Gen 6
- 60,000 GVWR
- Air Ride Driver's Seat
- Painted White

Sourcewell Price F.O.B. Porterville, CA	$ 483,683.84
9.25% Estimated Sales Tax	44,740.76
Sub-Total	$ 528,424.60
Quantity Ordered	x 2
Total	$1,056,849.20

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
  Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
  Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan – nsteffan@source-mme.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Labrie products.
- Quotation includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Normal delivery 300-360 days, A.R.O., depending on chassis availability.
- Terms: Net 30
- Quotation valid for 30 days

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

MUNICIPAL MAINTENANCE EQUIPMENT

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Toll Free 1-888-484-9968

June 17, 2026

City of Porterville
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7517
Cell: 559-333-4202
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Labrie Environmental Group Wittke Starlight truck mounted on a new 2027 Peterbilt 520 truck chassis from the Sourcewell program (Contract No. 110223-LEG) for your review.

One (1) Each Labrie Wittke Starlight Frontloader Refuse Body with 40 (38+2) cubic yard capacity complete with the following standard features:

Key Features:

- With their robust yet streamlined design and constructed with AR450 Abrasion Resistant Steel for higher augmented payload capacity, the Wittke™ Front Loaders optimize waste capacity and revenue. With quick arm cycles, Wittke™ ensures efficient daily routes.
- The Wittke™ Starlight is renowned for its agility, handling both residential and commercial routes. Its low body weight maximizes legal payload capacity, and its rapid-lifting cycle guarantees fast loading on the route.
- Wittke™ arms deliver swift and smooth lifting. Thanks to the high-flow Muncie pump, packing takes just 18-20 seconds, and an arm cycle, only 12-14 seconds.
- Effectively reduce debris on routes. The second arm lift directs waste to the hopper, not the ground. Wittke™ loaders feature gutters for fluid control, minimizing spillage.
- Unlike standard bushing designs that require frequent replacement due to the daily cycling of front loader arms, Wittke's engineered steel trunnion bearings, mounted externally, are designed to last the unit's entire lifespan with proper lubrication.
- The unique plow shape of Wittke's packer ensures debris remains inside the body, not trapped behind it. The angled design enhances force transfer, resulting in a notable increase in compaction efficiency and reduced cleaning expenses.
- High-quality, lightweight yet durable AR steel in the body, packer, hopper, and tailgate. It offers 5 times the abrasion resistance of mild steel. It offers the best strength-to-weight ratio, achieving higher payloads.

Complete with the following selected components:

Lifting Arm:

- Deceleration Valve on Arms Up & Down Movement
- Canopy Sweeper

Hydraulic:

- Hydraulic Pressure Gauge for Main Valve with Quick Coupler

Lighting:

- Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Lighting LBLF-0010 | Work Light under Canopy - LED (2)
- Lighting LBLH-0005 | Work Light Hopper Streetside - LED (1)
- Lighting LSLA-0020 | Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)

Camera:
- 2X Envirolink Camera(s) - 2X Standard Position(s) With Heater/Without Shutter
- EnviroLink 9" Color Monitor (4 Channels
- Autopack

Service & Maintenance:
- Ground Level Grease Point for Packer Cylinders - Body Front Wall Side (Centralized)
- Body Service Hoist

Chassis:
- Tow Hooks (2) on Chassis Rear End

Cab:
- Windshield/Cab Guard

Factory Mounted on a new 2027 Peterbilt 520 4-axle truck chassis per attached specifications and complete with the following features:
- Paccar PX-9 370@1900 Engine
- Allison 3000 RDS-P Automatic Transmission, Gen 6
- Tag Axle
- Painted White

Sourcewell Price F.O.B. Porterville, CA	$399,952.16
9.25% Estimated Sales Tax	36,995.57
Total	$436,947.73

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
  Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
  Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan – nsteffan@source-mme.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Labrie products.
- Quotation includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Normal delivery 180-220 days, A.R.O., depending on chassis availability.
- Terms: Net 30
- Quotation valid for 30 days

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler

James Wheeler,
President

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
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www.trustmme.com
Toll Free 1-888-484-9968

June 4, 2026

City of Porterville
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7517
Cell: 559-333-4202
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Labrie Environmental Group Automizer refuse truck mounted on a new 2024 Peterbilt 520 truck chassis from the Sourcewell program (Contract No. 110223-LEG) for your review.

One (1) Each Labrie Automizer TTD Right–Hand Side Loader Refuse Body with 31 (27+4) cubic yard capacity complete with the following standard features:

Key Features:

- Abrasion-resistant steel has five times more abrasion resistance than mild steel, making it ideal for building rugged hoppers without sacrificing payload. These high-quality materials result in an average of 8% savings on maintenance costs alone, and with AR450 providing the greatest tensile strength and lightest weight in its class
- Smooth-operating arms are essential when maneuvering in tight spaces. They have low "mass-in-motion" and "under hopper" inline designs that reduce torque in the arm when dumping, leading to greater longevity. The Right-Hand™, Alley-Hand™, and Helping-Hand™ are easy to operate, making collection in all conditions a breeze.
- The rounded and tapered shape of the body sides and roof increases the compaction ratio by retaining the majority of the material at the back of the body. The tapered shape also makes the unloading process very smooth even at the highest compaction ratio.
- Body walls are available in a single piece of abrasion-resistant steel for increased strength and a seamless appearance that's perfect for graphics. Single-Piece body sides mean greater structural strength, no reinforcement posts, and fewer weld seams to crack or corrode. All of that adds up to a longer life for the body and a cleaner appearance.

Complete with the following selected components:

Lifting Arm:

- Arm (or Mast) Out Alarm at 2km/h – 1 mph
- Spill Shield on Gripper

Hopper Area:

- Crusher Panel
- Retainer Teeth Under Breaker Bar (3/8" Hardox 450)

Consoles & Controls:

- Crusher Panel Control on Joystick
- Packer Control on Joystick

Hydraulic:

- Hydraulic Pressure Gauge for Main Valve with Quick Coupler

Accessories:
- Broom, Shovel and Hoe at standard Labrie location. Location may change depending on truck's configuration.
- Fire Extinguisher 20 lbs (1) at standard Labrie location. Location may change depending on truck's configuration.

Lighting:
- Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)
- Work Light Package – LED
- Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP

Camera:
- 3X Envirolink Camera(s) - 3X Standard Position(s) With Heater/Without Shutter
- EnviroLink 9" Color Monitor (4 Channels)

Structure, Liners & Materials:
- Hopper Floor Liner 1/4" - Hardox 450

Chassis:
- Chassis Holes Fill with Grade 8 Bolts

Factory Mounted on a new 2027 Peterbilt 520 4-axle truck chassis per attached specifications and complete with the following features:
- Paccar PX-9 370@1900 Engine
- Allison 3000 RDS-P Automatic Transmission, Gen 6
- Tag Axle
- Painted White

Sourcewell Price F.O.B. Porterville, CA	$419,156.24
9.25% Estimated Sales Tax	38,771.95
Sub-Total	$457,928.19
Quantity Ordered	x 2
Total	$915,856.38

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
  Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
  Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan – nsteffan@source-mme.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Labrie products.
- Quotation includes delivery and on-site training.
- Normal delivery 280-340 days, A.R.O., depending on chassis availability.
- Terms: Net 30
- Quotation valid for 30 days

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
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Toll Free 1-888-484-9968

July 10, 2026

City of Porterville
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7517
Cell: 559-333-4202
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Spartan Truck Company Roll-Off system mounted to a new Peterbilt 520 for your review.

One (1) Each Spartan SRO 60 Chassis Mounted Roll-Off System complete with the following standard equipment:

- 60,000 Lb. Capacity
- High Speed Single Cylinder Reeving System
- Modular Design & Standardized Parts
- Lightweight Design
- High Strength Durable Components
- Easier to Service by Design
- Capacity: 60,000 lbs
- Rail type: Outside, Universal or In/Out
- Cable: 3/4" x 77'
- Cable Strength: 66,800 lbs.
- Hoist Cylinders: 6" Bore, 4" Rod x 74" Stroke
- Reeving Cylinder: 7" Bore, 4" Rod x 90" Stroke
- Outside Control Valve: Commercial VA35
- Inside Control Valve: Air Operated Dual Levers
- Operating Pressure: 1800 PSI
- Hydraulic Tank: 40G with Sight & Temp gauge
- Filtration: Suction Strainer & 10 Micron in tank return filter
- PTO: Muncie Air Shift or Hot Shift
- Pump: Muncie Direct Mount P51Sheaves: 10" with bronze bushings
- Container Size: 16'- 24'
- Dump Angle: 44 - 50 Degrees
- Body Weight:" 6,200 Lbs. Approx.
- Frame Rails: 4" x 10" x 3/8" Rectangular Tubing ASTM A500
- Outside Frame: 34 V or 35 V
- Outside Rollers: (6) 5" OD x 3 V with extractable pins
- ICC Bumper: Fixed or Manually moveable with locking pin
- Fenders: Stainless Steel Polished Quarter Fenders
- Lighting: Full LED
- Electrical: One Piece plug and play harness
- Tool Box: Steel Lockable 36" x 18" x 18" with Tarp Basket
- Adjustable Stops: (2) Moveable Nose roller stops
- Wear Strips: 36" Rail mounted wear strips
- Tie Downs: Dual Ratchet Tiedowns with 3" Straps
- Safety Props: Quick Release rail mounted props
- Back up Alarm: Audible rear mounted alarm
- Warning Lights: Cab mounted PTO and raised rail warning light
- Lubrication: Zerk fittings on all wear points

- 10-062-60 SRO60SC CNG, INTERNAL HOIST
- 10-038-90 AUTOMATIC HOT SHIFT PTO KIT
- 10-016-90 PIONEER 4500, TARPING SYSTEM
- 10-025-90 3/8" x 3" GUIDE RAIL, END TO SECOND ROLLER
- 10-108-90 (2) LED lights Mounted on Tarp Gantry
- 10-109-90 (2) LED lights Mounted on Rear Lightbars
- 10-105-90 Back up Camera with 7in. Display
- 10-006-90 TANDEM POLY FENDERS, MINIMIZER 4000B

Factory mounted on a new 2027 CNG Peterbilt 520 3-axle truck chassis complete with the following features:

- CUM L9 320 HP @ 2000 RPM Engine
- 60,000 GVWR
- Allison 3000 RDS-P Automatic Transmission
- Air Ride Driver's Seat
- Air Conditioning
- Painted White

Price F.O.B. Porterville, CA	$345,050.00
9.25% Estimated Sales Tax	31,917.13
CA Tire Fee (6 @ $1.75 Each)	10.50
Total	$376,977.63

- Quotation includes delivery and on-site training.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets
- Normal delivery 90-150 days A.R.O. depending on chassis and component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: Net 15
- Quotation valid for 30 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler

James Wheeler,
President

SUBJECT: Authorization to Purchase Motor Grader

SOURCE: Transportation

COMMENT: The Street Division utilizes a motor grader to perform roadway maintenance, alley improvements, shoulder maintenance, drainage projects, and other public works operations throughout the City. The existing motor grader has reached the end of its economical service life due to its age, increasing maintenance requirements, and repair costs. Staff recommends replacing the equipment to maintain reliable street maintenance operations.

Staff recommends purchasing a new John Deere 772P Motor Grader from Pape Machinery through the Sourcewell Cooperative Purchasing Program. Sourcewell is a nationally competed cooperative purchasing program that satisfies the City's purchasing requirements while allowing public agencies to obtain competitively solicited pricing, reduce procurement time, and benefit from volume purchasing discounts.

The purchase includes a trade-in allowance of $105,000 for the City's existing 2014 John Deere motor grader, significantly reducing the overall acquisition cost of the replacement equipment. The quoted purchase price for the new motor grader is $299,956.60.

The replacement motor grader will improve equipment reliability, reduce maintenance downtime, enhance operator safety and productivity, and ensure the Street Division can continue providing timely roadway maintenance and public works services. The replacement grader also incorporates modern safety, visibility, and equipment monitoring features that will improve operator safety, productivity, and fleet management.

Staff is requesting authorization in an amount not to exceed $329,952.26, which includes the quoted purchase price, applicable fees, sales tax, and a ten percent (10%) contingency to address any unforeseen costs associated with delivery or equipment configuration. Funding for the project is available through the Street Division Equipment Replacement Budget.

RECOMMENDATION: That the City Council authorize the purchase of one (1) John Deere 772P Motor Grader from Pape Machinery through the Sourcewell Cooperative Purchasing Program in an amount not to exceed $329,952.26, including applicable taxes, fees, and a ten percent (10%) contingency.

ATTACHMENTS: 1. John Deere 772P Motor Grader Quote

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 932573737
(559) 782-7451
RISOM@CI.PORTERVILLE.CA.US

Prepared By

Joseph St. Angelo
Pape Machinery, Inc.
3000 San Antonio Drive
Fowler, CA 93625
559-647-7199
jstangelo@papemachinery.com

Quote Id 2305554
Creation Date 03-Jul-2026
Expiration Date 31-Jul-2026

772P



PAPÉ MACHINERY

JOHN DEERE

Prepared For

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 932573737
(559) 782-7451
RISOM@CI.PORTERVILLE.CA.US

Prepared By

Joseph St. Angelo
Pape Machinery, Inc.
3000 San Antonio Drive
Fowler, CA 93625
559-647-7199
jstangelo@papemachinery.com

Quote Id 2305554
Creation Date 03-Jul-2026
Expiration Date 31-Jul-2026

Customer Notes

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Summary

Equipment Summary	**QTY In Group**	
772 P-Tier Motor Grader with 6WD	1	
Equipment Total		**$379,550.66**

Trade In Summary	**Extended**
2014 John Deere 772GP - 1DW772GPTEF658841	**$105,000.00**
Final Trade Allowance	$105,000.00

Quote Summary	
Total Selling Price	$379,550.66
Total Trade-In Allowance	($105,000.00)
Trade Difference	$274,550.66
Sales - (9.25%)	$25,395.94
Sub-total	**$299,946.60**
*Tire Tax	$10.00
Balance Due	**$299,956.60**

Salesperson : X _____

Accepted By : X _____

PAPÉ MACHINERY

JOHN DEERE

Selling Equipment

Quote # 2305554

Customer CITY OF PORTERVILLE

772 P-Tier Motor Grader with 6WD

QTY In Group : 1

Equipment Notes - - -

Hours - - -

Serial Number - - -

Stock Number - - -

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
8050DW	772 P-Tier Motor Grader with 6WD	1

Base / Options

Code	Description	Qty
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0401	Armrest-Mounted Fingertip Electrohydraulic (EH) Controls	1
0603	Level 3 Trim	1
0680	Less Technology Package	1
0951	Rear Camera	1
1014	Laminated Glass with Fixed Lower Front & Side Opening Windows	1
1151	Exterior Mounted Rearview Mirrors	1
1210	Premium Radio	1
1258	Warning Beacons (Quad) Only	1
1402	Two Front Auxiliary	1
1451	One Rear Auxiliary	1
183N	JDLink™	1
1880	Less Receiver	1
225A	Future Release	1
2300	Less Secondary Display	1
2940	Less Grade Control	1
3000	Manual Shift Transmission	1
4067	John Deere 9.0L - FT4/Stage V	1

4251	Standard Fuel & Water Filtration	1
4300	Less Quick Service Group	1
5148	Bridgestone VUT - 17.5R25 G2/L2 Single Star Radial Tires 3 Pc Rim	1
5600	Less Spare Tire With Rim	1
5550	No Fenders	1
6052	18 LED Premium Light Package	1
7311	14 ft x 24 in x 7/8 in (4.27 m x 610 mm x 22 mm) with 6 in x 5/8 in (152 x 16 mm) Cutting Edge & 3/4 in (19 mm) hardware	1
7325	No Moldboards Additional Equipment	1
7565	Rear Mounted Ripper/Scarifier with 3 Ripper Shanks & 9 Scarifier Teeth & Rear Hitch and Pin	1
7601	Blade Impact System	1
7729	Premium Circle	1
7762	Front Push Block (2,950 LBS)	1
8028	5.0 LBS Multi Purpose (ABC) Dry Chemical Fire Extinguisher	1
8074	Decelerator	1
8286	Periodic Maintenance Engine Compartment Light	1
Total Base / Options		
Selling Price Subtotal		
Total Selling Price		

PAPÉ MACHINERY

JOHN DEERE

Trade-Ins

2014 John Deere 772GP

Trade-In Notes	- - -
Serial Number	1DW772GPTEF658841
Stock Number	EF658841
Hour Meter	2968.0

Description	**Net Trade Value**
2014 John Deere 772GP	$105,000.00

Pay Off	$0.00
Total	**$105,000.00**

Factory Build Codes

Code	Description	Code	Description
8470T	772G MOTOR GRADER with 6WD	7130	Grading Lights (10 Halogen Lights)
8820	No Camera	6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin
9440	(2) Extra Ripper Shanks w/Teeth For Rear Ripper/Scarifier	1020	Armrest Fingertip Controls
8410	AM/FM Radio with Aux and Weather Band (WB)	5810	GREASE,OIL,FUEL&COOLNT 10W30
2605	English Manual W/ English Labels & Decals	2775	No Topcon 3D GPS Grade Control System installed
8310	Lower Front Intermittent Wiper & Washer	1830	Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only)
6650	Grade Pro Controls - Left Side	7820	No Front Fenders
4612	Bridgestone VUT	9430	(9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier
6710	Front Push Block	8730	No Sound Absorption Package
1240	Dual 100 Amp Alternators (200 Amp total)	1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions
6140	Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat	9130	Rear Retractable Sun Shade
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	6555	Grade Pro Controls for Rear Ripper or 1 Rear Auxiliary Function
2820	Single Input Gearbox with Slip Clutch	9210	Decelerator
9395	Adjusting Rotary Ejector Precleaner	2575	No Grade Control Base Kit Installed
1910	Blade Impact Absorption System	8510	Air Conditioner Refrigerant Charged
1410	Standard Fuel & Water Filtration	8210	Exterior Mounted Rearview Mirrors

1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)
2060	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	6030	No Powered Cab Air Precleaner
9120	Front Window Movable Sun Visor	1320	No Quick Service Group
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	5710	Transmission Solenoid Valve Guard
1610	Hydraulic Pump Disconnect	5520	Manual Shift Transmission (no Autoshift)

Outlook

772P Motor Grader Proposal

From Joseph St Angelo <jstangelo@papemachinery.com>
Date Fri 6/26/2026 4:11 PM
To Russell Isom <risom@ci.porterville.ca.us>

2 attachments (2 MB)
City of Porterville 772P 6262026.pdf; MG772PAU-772-p-tier-6wd-motor-grader-en-US.pdf;

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Russell

Attached is a Sourcewell Proposal for a new John Deere 772P Motor Grader. It is equipped just like the last one. I have included a brochure of the new P Teir if you would like to read about it. I am working with corporate on get you an estimated ETA on one if you were to order a new unit. As soon as I hear back ill let you know. Please let me know if you have any questions.
Thank you,

PAPE MACHINERY
Joseph St Angelo
Territory Manager
3000 San Antonio Drive
Fowler CA 93625
Phone:(559)834-4774
Cell:(559)647-7199
Fax:(559)834-4754

SUBJECT: Authorization to Purchase Equipment Trailer for the Water Department

SOURCE: Transportation

COMMENT: As authorized in the Capital Improvement Program of the 2025-2026 Budget, by Resolution 92-2025, and consistent with the City's purchasing policy, staff sought to obtain three competitive quotes and evaluated options for an equipment trailer to support operational needs for the Water Department.

This equipment trailer will support hauling heavy equipment, materials, and specialized machinery used in the operation and maintenance of the City's water system.

The evaluated quotes are summarized as follows:

Vendor	**Quote**
Coast Counties - Landoll	$156,833.97
America's Trailer - Rackley	$231,295.52
Pape Kenworth - Landoll	Non-responsive

Based on the evaluation, Coast Counties was determined to be the lowest responsive and responsible vendor. Staff is requesting authorization to purchase one equipment trailer from Coast Counties in an amount not to exceed $172,517.36, which includes applicable fees and a 10% contingency to address any unforeseen costs associated with the purchase. Funding for the equipment trailer is available within the Water Department Equipment Replacement Fund.

RECOMMENDATION: That the City Council:
1. Authorize the purchase of one equipment trailer from Coast Counties in an amount not to exceed $172,517.36, inclusive of applicable fees and a 10% contingency; and
2. Authorize funding for the purchase from the Water Department Equipment Replacement Fund.

ATTACHMENTS:

1. America's Trailer Quote
2. Coast Counties Landoll Quote

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

America's Trailer Company - Stockton, California

Location: 4907 Waterloo Rd.
Stockton, CA 95215
Phone: (209) 781-4060
Contact: Tom Pistacchio

DESCRIPTION	AMOUNT
2026 Rackley Bilt 16 Tire Expando Lowbed	$208,270.50
Long neck, two king pin settings	
Tapered wide neck 3/4" top and bottom straps	
21'6" deck 8'6" wide with 1/4" webbing 3/4" top and bottom straps	
2 3" apitong outside deck boards and 3" doug fir inner boards	
Rear cross member, cut out for excavators	
Gooseneck disconnect lines inside the trailer	
4 oversize load light plugs with LED lighting	
Rear loading ramp hook on the front of the deck	
Wege ramps with deck storage	
215/75r 17.5 Hankook tires with alcoa aluminum wheels outside	
5'9" axle spacing	
12" inner roller islands over the back end	
Rackley walking beam suspension	
12 1/4" X 7 1/2" drum brakes	
2 coats PPG paint and primer (white or black)	
47 ton capacity with one year warranty	
Options	$2,560.00

June 27, 2024
Valid for 60 days

SUBTOTAL	$210,830.50
TAX RATE	9.25%
SALES TAX	19,265.02
DELIVERY	1,200.00
TOTAL	**$ 231,295.52**

COAST COUNTIES
Truck & Equipment
est. 1949

San Jose | San Leandro | Salinas | Windsor | Eureka | Paso Robles | Vacaville | Fresno | Porterville | Bakersfield

Address: 15243 Road 192 | Porterville CA 93257 | Phone: (559) 782-5800

Purchase Order

Contract Date:
Deal #: DE-01093
Customer #: 300603
Salesperson: Glen Catalina

Salesperson: Glen Catalina | Phone: 559-782-5800 | Cell: 559-355-7165 | Email: gcatalina@coastcounties.com

Bill To: 300603

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE CA 93257-1936
P:(559) 782-7597

Ship To:

CITY OF PORTERVILLE
555 N PROSPECT ST
PORTERVILLE, CA 93257-1936

Stock#: 855F-48 cont. **VIN:**
Axles: 3

New 0 Landoll
BodyType: Flatbed

Price: **$143,567.89**

Total Price	**$143,567.89**
Tire Fee	$21.00
DOC Prep Fee	$85.00
Sales Tax(9.25%)	$13,123.08
BPA Fee	$37.00
Total	**$156,833.97**

See attached Spec./ Options

Estimated Completion-TBD
SUBJECTED TO ANY UNFORESEEN CHARGES SUCH AS TARIFF SURCHARGES (ETC).

FLOORING WILL BE CHARGED AT THE RATE OF $40.00 PER DAY IF UNIT IS NOT PAID IN FULL WITHIN 45 DAYS OF ARRIVING AT DEALER._____

NEW VEHICLE SALE - The sold warranty applying to the Vehicle(s) are those offered by the manufacturer.

"Price Each" Only Includes Components Detailed In Factory Specification. Subject to Approval of Finance Terms & Conditions. Payment In Full Is Required Prior to Delivery.
Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price. Sales Tax, License, & FET are Estimated - Subject to Change at Final Invoice.
All Tariff Surcharges are Subject to Change Without Notice Until Unit is Delivered.
Quotation Will Expire 7 Days from Quote Date

Coast Counties Peterbilt - Porterville

Glen Catalina
Salesperson Date

Accepted by Sales Manager Date

CITY OF PORTERVILLE

Buyer's Signature Title Date

Co-Buyer's Signature Date

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer. In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.

2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.

3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.

4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on delivery date and adjust the trade-in allowance accordingly.

5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered in this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.

6. If this order covers new equipment, the same is given and accepted subject to Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with the same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.

7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.

8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be in the City of San Jose and in the County of Santa Clara which is the location of the Dealer's principal office.

9. This order is not assignable by the Purchaser except with the Dealer's written consent.

10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.

11. Dealer is not responsible in any way for changes in specifications or design.

12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or failing same, agrees to be bound in his individual capacity.

13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.

14. fu the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due .or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.

15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of delays or alleged failure or said equipment to operate.

16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

Quote Number:

NEW EQUIPMENT ORDERS & CHARGES:

Customer has 15 days from the estimated delivery date to accept delivery of the vehicle. After 15 days from the estimated delivery date the Dealer reserves the right to access a monthly charge of .83% percent on the cash price of vehicle. On any new vehicle orders that are canceled, there will be a loss of Non-Refundable Down Payment.

Sales Representative	Signature	Printed Name
Purchaser	Signature	Printed Name
	Title	Date
Accepted by Dealer General Sales Manager Vice President or President	Signature	Title

Note: The above Purchase Order is a quotation only. Sale terms subject to Dealer approval.

*DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Order Incorporating above terms. Any documentary fees, state tax, title, registration, F.E.T., and license fees subject to adjustment and change. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

MODEL YEAR: **2027 L1** ENGINEERED BY: DATE:

STD MODEL: 855F-48 CONSTRUCTION LENGTH: 48" PIN SETTING: 15"
22' 4" IN THE WELL / 23' 9" IN THE WELL TRACK AREA

DECKING 2" APITONG IN TRACK AREA ONLY

WIDTH: 102" WIDE DECK

SUSPENSION: AIR RIDE SUSPENSION 25,000 CAPACITY W/ DUMP VALVE W/AIR RAISE & LOWERING VALVE

WHEEL RIMS: (4) STEEL INNER HUB PILOT WHEEL ASSEMBLY W/OUTBOARD DRUMS PAINTED WHITE
(4) POLISHED ALUMINUM OUTER HUB PILOT WHEEL ASSEMBLY W/OUTBOARD DRUMS PAINTED WHITE

TIRES: 255/70R X 22.5 DOUBLE COIN LRH TIRES

FEATURES: 4S2M ABS BRAKE SYSTEM, STROBE LIGHT IN BUMPER, AIR RAISE & LOWER VALVE, 18" LOADED DECK HEIGHT W/ 6.5" GROUND CLEARANCE, GROTE MICRO NOVA LED LIGHTS & GROTE EXTREME WIRING HARNESS 7 YEAR WARRANTY, (22) TIE DOWN D-RINGS, 41" W X 21" L X 6" D STORAGE AREA, 4TH AXLE READY, 12" SWING-OUT OUTRIGGERS AND POWDER COAT PRIMER & PAINT FINISH

OPTIONS:
12' 5" HYDRAULIC GOOSENECK
FENDERS FOR STANDARD 12' 5" GOOSENECK
GOOSENECK LED LIGHTS (3 STOP/TURN & 1 WHITE WORK LIGHT)
GOOSENECK MOUNTED MUD FLAPS
PAINTED BLACK LOCKABLE CURBSIDE G/N MOUNTED TOOLBOX
CENTER FILLED WOOD DECK - APITONG
DOUBLE KEYHOLE STRAP FULL LENGTH LOWER DECK ON EACH SIDE (ADDS KEYHOLE SLOT TIE DOWNS)
EXTRA CROSSMEMBERS FULL WIDTH
FRONT NOSE PIN-ON ASSIST RAMP
FULL WIDTH & FULL LENGTH COVER OVER TRI-AXLES WOOD DECK W/ RUB & CHAIN RAIL (LIKE A39981)
PAVER TRUNNION SLOPE FILLER INCLUDES BUCKET TROUGH COVER (WOOD COVER)
PULL-OUT MARKER LIGHT FOR GOOSENECK & TRUNNION (AMBER FRONT/RED REAR)
FLAG & BANNER PACKAGE (6 FLAGS & 2 OVER WIDTH BANNERS)
AIR WEIGH DIGIAT SCALE SYSTEM LOADMAXX
AIR LIFT RETRACT-PER AXLE (3RD AXLE LIFT N/A W/HTD FLIP)

NOTE: CUSTOMER TO SUPPLY HYDAULICS FROM THE TRUCK TO THE TRAILER

NOTE: STATE TAX & LICENSE FEE'S ARE NOT INCLUDED

VIN #: **PAINT COLOR: POWDER COAT WHITE** **CODE: 103989**

SUBJECT: Authorization to Purchase Repair Parts for Influent Pump

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) utilizes four Flygt influent pumps to lift incoming wastewater into the treatment process. These pumps are critical components of the City's wastewater collection and treatment system, providing continuous conveyance of wastewater through the facility. One of the influent pumps requires replacement of key internal components to maintain reliable operation and avoid unplanned service interruptions.

Maintaining the influent pumps in proper working condition is essential to ensuring uninterrupted wastewater treatment, protecting public health, maintaining regulatory compliance, and reducing the risk of equipment failure and potential sanitary sewer overflows.

Staff recommends procuring the required repair parts on a sole-source basis. Flygt has confirmed that Shape Incorporated is the exclusive factory-authorized distributor for Flygt equipment within the City's service area. Because the replacement components are proprietary Flygt parts specifically manufactured for the existing influent pump, equivalent components are not available from other suppliers. Utilizing original equipment manufacturer (OEM) parts ensures compatibility with the existing equipment, preserves system reliability, and maintains manufacturer specifications. Accordingly, staff has determined that a competitive solicitation would not provide a meaningful benefit to the City.

Shape Incorporated has provided a quotation in the amount of $16,233.00, excluding applicable taxes, for the required repair parts. Staff is requesting authorization in an amount not to exceed $17,734.56, which includes the quoted parts, freight, and applicable sales tax.

The repairs will be completed by Wastewater Treatment Facility staff, eliminating the need for outside contractor labor and significantly reducing the overall cost of the repair while minimizing equipment downtime. Funding for the repair parts is available within the Wastewater Treatment Facility Operating Budget.

RECOMMENDATION: That the City Council authorize the purchase of replacement Flygt influent pump repair parts from Shape Incorporated in an amount not to exceed $17,734.56, inclusive of freight and applicable taxes.

ATTACHMENTS:
1. Flygt Sole-Source Letter
2. Shape Incorporated Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Grant Stayberg
Territory Manager
Xylem Water Utilities
Flygt Products
4109 NE 107th St.
Vancouver, WA 98686
(503)706-0601
Grant.Stayberg@xyleminc.com

June 9, 2026

Subject: Flygt Sole-Source Authorized Distributor

To: City of Porterville

This letter is to inform you that SHAPE Inc. is your exclusive factory authorized distributor for Flygt equipment. SHAPE's address is 3825 Hopyard Rd., Ste 195, Pleasanton, CA 94588 and phone number (925) 485-9720.

I am confident SHAPE Inc. will provide expert advice in a professional manner for all of your pumping needs. Thank you for your interest in Flygt Products and Services. Please call if I can be of further assistance.

Sincerely,

Grant Stayberg

Grant Stayberg
Territory Manager

SHAPE INCORPORATED
– a UFT Company –

SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT

PLEASANTON	***SACRAMENTO***	***STOCKTON***
3825 Hopyard Road #195 Pleasanton, CA 94588 Phone (925) 485-9720	2356 Gold Meadow Way #270 Gold River, CA 95670 Phone (916) 309-4132	119 Val Dervin Parkway # 2 Stockton, CA 95206 Phone (209) 234-5909

QUOTATION

TO:	City of Porterville 291 N Main Street Porterville, CA 93257	**DATE:**	06-09-2026
		QUOTE #:	142773
		DESC:	
		JOB:	City of Porterville 3301 Parts
		LOCATION:	
ATTN:	Jeff Duke	**PHONE:**	
		EMAIL:	

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

☐ F.O.B. FACTORY
☐ F.F.A. TO FIRST DESTINATION

Line #	Qty	Item	Unit Price	Price
01	1	0000007043250 - IMPELLER,N MT CODE 636 HC	$10,948.00	$10,948.00
02	1	0000007045700 - RING,INSERT HC	$4,685.00	$4,685.00
03	1	Air Freight Lot	$600.00	$600.00
			Total for Above Equipment:	**$16,233.00**

Notes and Clarifications: Parts requested for 3301.095-S1340017

(Tax Rate 0.000%) Total Tax:	**$0.00**
Grand Total:	**$16,233.00**

Notes:

1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details
2. Price DOES NOT INCLUDE ANY APPLICABLE TAXES
3. Price INCLUDES Freight: F.F.A.
4. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed.
5. *ESTIMATED* EQUIPMENT LEAD TIME: 4-6 weeks

SHAPE, INC.
Danielle Peterson - dpeterson@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

SHAPE STANDARD TERMS AND CONDITIONS *1*

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions.
Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released.. RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.

b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.

c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation**. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR

ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above $1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

SUBJECT: Authorization to Replace Laboratory HVAC Unit

SOURCE: Public Works

COMMENT: The City's LaboratoThe City's Laboratory HVAC unit has reached the end of its useful life and is no longer operational after providing approximately 32 years of service. Reliable climate control is essential to maintain appropriate laboratory operating conditions, protect laboratory equipment, and support ongoing testing and regulatory compliance.

Staff solicited quotations from three qualified HVAC contractors for removal and replacement of the existing rooftop unit, including installation of a new 6-ton, 460-volt, three-phase HVAC unit, reconnection of ductwork and electrical systems, permits, duct testing, materials, and labor. The quotations received are summarized below.

Vendor	**Quote**
Tam-N-TJ's Cooling -N-Heating Inc.	$19,000
Sam's Air Conditioning & Heating	$23,785
EMCOR Services: Mesa Energy Systems	$33,902

Tam-N-TJ'z Cooling-N-Heating Inc. submitted the lowest responsive and responsible quotation and is recommended for award. Staff is requesting authorization in an amount not to exceed $22,833.25, which includes the contractor's proposal, applicable sales tax, and a ten percent (10%) contingency for unforeseen conditions that may be encountered during installation.

Staff recommends funding the project through the Sewer Enterprise Fund, as the laboratory is budgeted and operated within the Sewer Enterprise Fund. Replacement of the HVAC unit represents the most cost-effective solution and will restore reliable climate control necessary to protect laboratory equipment and maintain uninterrupted laboratory operations.

RECOMMENDATION: That the City Council authorize replacement of the City Laboratory HVAC unit by Tam-N-TJ'z Cooling-N-Heating Inc. in an amount not to exceed $22,833.25, inclusive of labor, materials, applicable taxes, and a ten percent (10%) contingency.

ATTACHMENTS:

1. Tam-N-TJ'z Cooling-N-Heating Inc. Quote
2. Sam's Air Conditioning & Heating Quote
3. EMCOR Services Quote

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Estimate

Tam-N-Tj'z Cooling-N-Heating Inc.

"Your comfort is our business"

Technician Name: Tam/TJ
Email: tamntjz2020@gmail.com
Phone: Tam (559)306-9122/T.J. (559)789-6373

P.O. Box 648
Porterville, CA 93258
559-789-6373
License#1063512

Date: 5/12/2026
Prepared For: Field Services Division
Job Site: 1265 W Grand Ave, Porterville, CA 93257

Tam-N-Tj'z Cooling-N-Heating Inc proposes the following: We will remove and dispose of the existing rooftop unit. We will then install a new Rheem 6-ton, 460-volt, 3-phase R-410A rooftop unit with a curb adapter and economizer in place of unit number four. Installation includes reconnecting to the existing ductwork and electrical connections, city permits, and duct test along with all necessary materials and labor required to complete the project. The new system will be tested and verified for proper operation upon completion of installation.

Warranty: 5 Year Compressor, 1 Year Parts, 2 Year Labor

Total Price: $19,000

This estimate is good for 30 days from the date above. Payment is due upon completion of the installation.

Acceptance of Estimate (Client Signature):_____**Date:**_____This is an estimate and the summary above is furnished by Tam-N-Tj'z Cooling-N-Heating Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation which includes all material and labor cost. If paying with credit card or financing additional fees apply.

Thank you for considering Tam-N-TJ'z Cooling-N-Heating INC.

Lic# 1015785

Date
05/14/2026

Sam's Air Conditioning & Heating
23701 Ave 196
Strathmore Ca. 93267
(559)718-4919

Name/ Address
City of Porterville Laboratory 1265 W Grand Avenue Porterville Ca 93257 559-782-7508

Project

Description	Total
To replace 6 ton trane package unit 460 volt 3 phase on the roof using existing roof curve ,Adding new selectrical disconnect and new gas shutoff with sediment trap, Also adding cooper drain line to exterior drain, new thermostat to accommodate new unit, New economiser Unit comes with 5 year warranty on compressor 1 year warranty on electrical parts 2 year labor warranty Permits and duct testing	$23,785
	$23,785

EMCOR Services
Mesa Energy Systems

3980 N Chestnut Diagonal.
Fresno, CA 93726
Service: (559) 277-7900
Fax: (559) 277-4920
CA Lic. 611215

Quote #
26-090266

Equipment Repair Estimate

May 20, 2026

SUBMITTED TO:

City of Porterville
Vanessa Laubacher
291 N. Main St
Porterville Ca. 93257

JOB LOCATION:

The Laboratory
Sarah Weaver
1265 W. Grand Ave
Porterville Ca. 93257

FACILITY STATUS / URGENCY:

Rplc. AC#4

Unit #:	AC#4
Make:	Existing Unit Trane
Model #:	YCD075C4L0BB
Serial #:	J221432560

SCOPE OF WORK / DIAGNOSIS:

Customer request quote to replace AC#4 serving The Lab Bldg.
1. Coordinate with customer to gain access to working area, LOTO power to unit.
2. Disconnect all electrical, gas, and condensate to existing unit, set crane at required area.
3. Remove existing unit off roof and set new curb adapter and unit and secure, mount new disconnect.
4. Connect all electrical & controls, hook up gas, and condensate.
5. Start-up unit and check for proper heating & cooling operation, dispose of old AC as per EPA guidelines.
6. Clean up all debris and notify customer of completion of work.

ADDITIONAL INFORMATION

THIS PROPOSAL IS ONLY VALID FOR 10 DAYS* ***ALL SALES WITH MATERIALS ARE FINAL***All work to be done during normal working hours and days. Excludes anything other than listed above. NOTE: AC unit is currently in stock

The total cost, including all labor, materials and taxes is (Paid by Check): $33,902

There is a 3% Fee for paying by credit card, The total cost is: $34,919

By accepting this proposal the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 30 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

WARNING: Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]

EMCOR: Alfonso Ramos
Title: Business Development

Accepted By: _____
Title: _____
Date: _____
PO# (If Applicable): _____

Terms and Conditions

The following "Terms and Conditions" are between Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy and **City of Porterville** hereto after referred to as "you the client".

A. The guarantees and services provided under the scope of this agreement are conditioned upon “you the client” operating and maintaining systems/equipment. “You the client” will do so in according to industry-accepted practices, or in consideration of our recommendations.

B. “You the client” will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems Inc dba EMCOR Services Mesa Energy will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

C. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the “you the client” in accordance with Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current established rates.

D. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.

E. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.

F. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

G. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc. EMCOR Services Mesa Energy.

H. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.

I. Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.

J. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim, as the case may be.

K. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

L. Only Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

M. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy. In the event of additional freight, labor, or material costs resulting from “you the client” request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, “You the client” agrees to pay these additional costs at Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy current rates.

N. The scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. EMCOR Services Mesa Energy encounters such material in performing its work, Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.

O. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.

P. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by "you the client" as an extra to the contract price.

Q. “You the client” agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy cost of performing this contract.

R. “You the client” acknowledges and agrees that any purchase order issued by “you the client” in accordance with this Agreement, is intended only to establish payment authority for “you the client” internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the “you the client” purchase order will have any force or effect.

S. This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time and cost.

SUBJECT: Ratification of Emergency Air Conditioning Repairs – Porterville Animal Control Facility

SOURCE: Police

COMMENT: The Porterville Animal Control Facility provides temporary housing for animals awaiting reunification with their owners, adoption, transfer to rescue organizations, or other disposition. Maintaining a safe, climate-controlled environment is essential to protect animal health and welfare and to ensure the City continues to meet its responsibilities for humane animal care.

During a period of extreme summer temperatures, the facility experienced a failure of its air conditioning system that created an immediate risk to the health and welfare of the animals housed within the facility. Delaying repairs until the next regularly scheduled City Council meeting was not a reasonable option because it could have resulted in heat-related illness, injury, or death and jeopardized the City's ability to provide humane care.

EMCOR Services performed the emergency repairs, including replacement of failed condenser fan motors on three rooftop HVAC units, inspection of associated electrical components, testing of system performance, and restoration of the cooling system to normal operation. The emergency repairs were completed at a total cost of $9,903.00. The emergency repairs restored full cooling capacity to the facility, allowing normal Animal Control operations to continue without interruption.

Staff determined that the emergency expenditure was necessary to protect animal health and welfare, maintain uninterrupted Animal Control operations, and preserve a safe operating environment within the facility. Because the emergency repairs were authorized prior to City Council approval, ratification of the expenditure formally confirms the emergency action taken and authorizes payment to EMCOR Services. Funding for the emergency repairs is available within the Police Department Equipment Replacement Fund.

RECOMMENDATION: That the City Council:

1. Ratify the emergency expenditure of $9,903.00 for emergency

air conditioning repairs at the Porterville Animal Control Facility;
2. Authorize payment to EMCOR Services in the amount of $9,903.00 for the completed emergency repairs; and
3. Authorize funding for the emergency repairs from the Police Department Equipment Replacement Fund.

ATTACHMENTS: 1. EMCOR Services Invoice and Service Report

Appropriated/Funded:

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

EMCOR Services
Mesa Energy
3980 N Chestnut Diagonal - 101
Fresno, CA 93726
License #611215 (B, C4, C7, C10, C20, C36, C38, C46)

INVOICE

INVOICE #:	**962029777**
INVOICE DATE:	06/11/26
CUSTOMER NUMBER:	6007993
INVOICE TOTAL:	**$ 9,903.00**
DUE DATE:	07/11/26
TERMS:	NET 30

City of Porterville
ATTN: Accounts Payable
555 N Prospect
Porterville, CA 93257

For work performed at:
Animal Shelter-Porterville
185 N D St,
Porterville, CA 93257

SERVICE ORDER #: 620041505

PO NUMBER:

QUOTED PRICE: **9,903.00**

ACON

ACCT NO.	01.2001.69		
NET AMT.	$9,903.00		
AUTH. DEPT.	P.A.	PIN.	
A/P DATE	06.12.2026		

SERVICE ORDER TOTAL:	9,903.00
NET INVOICE AMOUNT:	**9,903.00**

REMIT TO: Mesa Energy Systems Inc - 2 Cromwell, Irvine, CA 92618
PHONE: 559-277-7900 - Federal Tax ID: 33-0112640

DELIVERY METHOD: Print

RECEIVED JUN 11 2026

EMCOR Services
Mesa Energy
3980 N Chestnut Diagonal - 101
Fresno, CA 93726
(B, C4, C7, C10, C20, C36, C38, C46)

www.mesaenergy.com
Building Automation
Variable Frequency Drives
HVAC Retrofit
Service and Systems Maintenance

CONSOLIDATED SERVICE REPORT

Location	Animal Shelter-185 N D St		**Customer #**	6007993	**Agreement / Type**	62090031	HPM1
Address	185 N D St		**Customer PO**		**Service Complete**		
			Cust Phone	559-782-7539			
City	Porterville		**Sales Rep**	345620			
State	CA	**Zip** 93257	**Service Order**	620041505			
Contact			**Visits**	2283760,2283899			

Problem Description: QUOTE(Quoted work as per agreement.) 26-089867 COP Animal Shelter RTU 2-4 CFM & RTU E-Bus Replacement - Unites 2 3 4 5

VISIT.RESOLUTIONS

Date	Visit	Resolution	Additional Documentation
06/10/26	2283760	06/10/26 - Brad Gilpin: I went to the job site Checked in with -Start on replacing condenser fan motors on # 2-3-4-5. -RTU-2, 3, 4 = Shut power off at disconnect and LOTO. -Disconnect wires to motor. -Pull fan blade off. -Unbolt and pull motor with module out. -Replace new motor with module built in with new Nuts due old don't fit new so I picked up new correct size nuts to finish job. -Reconnect wires and sealed with heat shrink then taped them as well zip tied the wires. -Took lock out tag out Off and restore power. -All a/c are operating and cooling. -Pulled old Cat 5 cable out and replaced new Cat 5 cable in. -Secure and reconnect plugs. -verified no stress or pressure on cable. It is operating and cooling. The job is complete Checked out with Mike Nation	
06/10/26	2283899	06/11/26 - Raul Gonzalez: Repairs Performed: Replaced (3) condenser fan motors on (3) AAON rooftop units. Verified proper motor rotation and amperage draw. Inspected wiring and electrical connections. Tested units in cooling operation. Confirmed normal operation upon completion of repairs. All three AAON RTUs are operating properly and were returned to service at the time of departure. On site to perform quoted job.	

MATERIAL

B=Billable	Date	Asset	Description	Quantity	PO	Source
B	06/10/26		Lock nut	1.00	630041505	PC

Visit Approved By:

Signed By: na
Date: 06-11-2026 Time: 06:52

SUBJECT: Authorization to Pay Invoice for Emergency Repairs to Fire Department Ladder Truck Unit 2195

SOURCE: Fire

COMMENT: Following the discovery of damage to the aerial ladder on Fire Department Ladder Truck Unit 2195, the apparatus was transported to Hi-Tech Emergency Vehicle Services, an authorized aerial ladder inspection and repair facility, for evaluation. The department requested that Hi-Tech inspect the apparatus and provide a repair estimate so the necessary approvals could be obtained in accordance with the City's purchasing procedures.

Staff recommends payment to Hi-Tech Emergency Vehicle Services because the company is one of a limited number of repair facilities in California qualified to perform structural aerial ladder inspections and repairs. Specialized aerial apparatus require certified inspection and repair procedures that cannot be performed by general fleet maintenance providers. Hi-Tech possesses the specialized equipment, technical expertise, and manufacturer experience necessary to safely diagnose and repair aerial ladder systems.

During its inspection, Hi-Tech determined that immediate repairs were necessary and completed the work before a formal estimate was transmitted to the City. Although the repair work was completed before City authorization was obtained, the repairs restored the apparatus to safe operating condition and the City has received the benefit of those services. Council authorization is therefore requested to allow payment of the outstanding invoice.

The completed repairs included structural repairs to the aerial ladder, correction of aerial control wiring issues, repair of an outrigger hydraulic leak, and repair of an electrical short affecting compartment lighting. These repairs restored the apparatus to safe operating condition and returned the vehicle to frontline service.

The total cost of the repairs is $8,551.43. Funding is available within the Fire Department Apparatus Maintenance Budget.

The department has discussed this matter with the vendor and emphasized

that future repairs requiring City approval are not to proceed until written authorization has been provided, except in circumstances where immediate emergency repairs are specifically authorized by the City.

RECOMMENDATION: That the City Council authorize payment to Hi-Tech Emergency Vehicle Services in the amount of $8,551.43 for repairs completed to Fire Department Ladder Truck Unit 2195.

ATTACHMENTS: 1. Unit 2195 Repair Invoice

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Hi-Tech EVS, Inc.

PO Box 1616
Oakdale, CA 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Quotation

Date	Page
Jul 2, 2026	1
Order Number	
Q5555	

Sold To:

City of Porterville
291 N Main St
Porterville, CA 93257-3737
US

Ship To:

City of Porterville
291 N Main St
Porterville, CA, 93257-3737
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
16379		10232	BENR	Jul 2, 2026		1

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
17.0000	0.0000	17.0000	100821-1	NONE SLIP TAPE 4" (307009)	0.52	INCH	8.84
7.0000	0.0000	7.0000	140056-1	HYDRAULIC FLUID AW32	6.77	GALLON	47.39
1.0000	0.0000	1.0000	1801	P2U334A BBSK SEAL KIT	71.42	EACH	71.42
1.0000	0.0000	1.0000	1801	RND TUBE DOM 1 1/4 X .065	58.42	EACH	58.42
1.0000	0.0000	1.0000	1310	FUEL	295.42	EACH	295.42
2.0000	0.0000	2.0000	1390	TRANSPORT	471.00	EACH	942.00
33.1000	0.0000	33.1000	1340	LABOR 1. REPAIRED DAMAGED RUNG BASE SECTION: CUT OFF BAD RUNG, CLEANED SURFACE. WELDED NEW RUNG IN PLACE. PAINTED TO MATCH, INSTALLED NON SLIP TAPE. 2. AERIAL RUN SLOW: REPAIRED WIRING TO SOLENOIDS. 3. OUTRIGGER LEAKING: TOO MUCH GREASE ON OUTRIGGER. REMOVED OUTRIGGER, REBUILT AND REINSTALLED TOP OF HYD TANK. 4. OPEN COMPARTMENT LIGHT: REPAIRED SHORT IN WIRING. ********** HME LADDER S/N: 83748 UNIT: T71 MILEAGE: 49128	214.00	HOUR	7,083.40

Comments:

** Thank you for your Business **

Tax Summary:

AVATAX	44.54

Less Included Tax	**0.00**
Order Discount	**0.00**
Subtotal	**8,506.89**
Total sales tax	**44.54**
Total order	**8,551.43**

SUBJECT: Authorization to Advertise for Bids for Transit Center Lobby Renovation

SOURCE: Transportation

COMMENT: The City has completed the design of the Transit Center Lobby Renovation Project at the Porterville Transit Center, located at 61 West Oak Avenue. The project will modernize the customer service area by improving accessibility, security, operational efficiency, and the overall experience for transit passengers and employees.

The project includes construction of a new ADA-compliant customer service counter with security glazing, replacement of interior finishes, demolition of the existing ticket counter, and associated electrical, architectural, and accessibility improvements. Conceptual renderings are included as an attachment to illustrate the proposed renovations.

The Engineer's Estimate for the project is $234,253. Staff is requesting authorization to advertise the project for competitive bids in accordance with the City's purchasing policies and applicable public contracting requirements. Following receipt and evaluation of bids, staff will return to the City Council with a recommendation for award of a construction contract.

Based on the Engineer's Estimate, the project is anticipated to be funded with approximately $187,402.40 (80%) from the Federal Transit Administration's Section 5307 Program and approximately $46,850.60 (20%) from Local Transportation Funds. Authorization to advertise the project will allow construction bids to be received and evaluated so the project can proceed in accordance with applicable federal funding requirements and the City's Capital Improvement Program schedule.

RECOMMENDATION: That the City Council authorize staff to advertise for bids for the Transit Center Lobby Renovation Project.

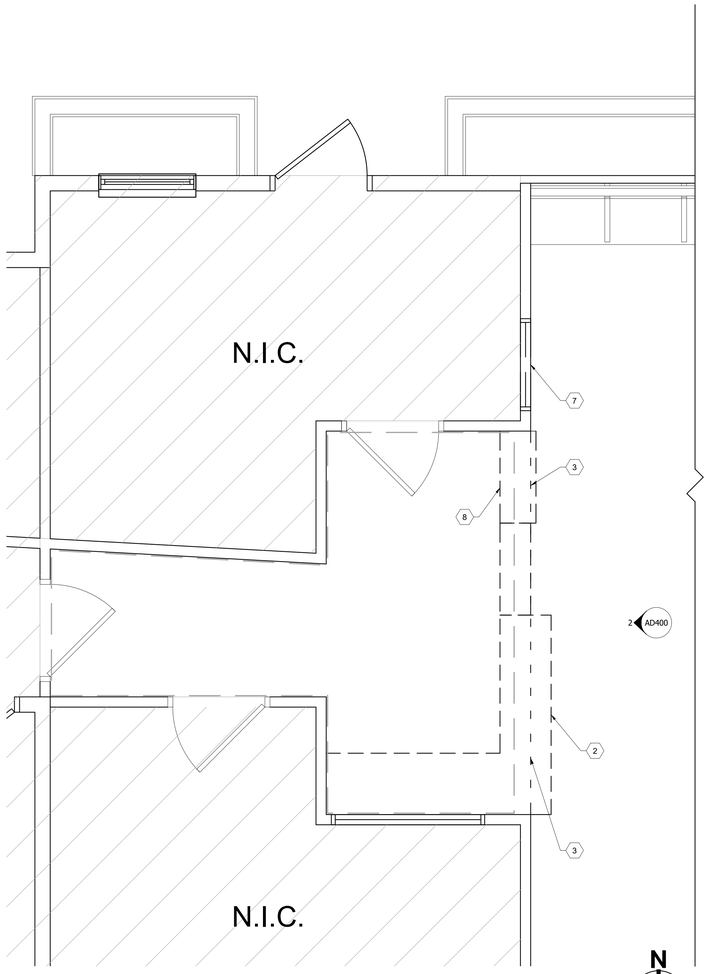
ATTACHMENTS:
1. Remodel Conceptual

Appropriated/Funded:

Review By:

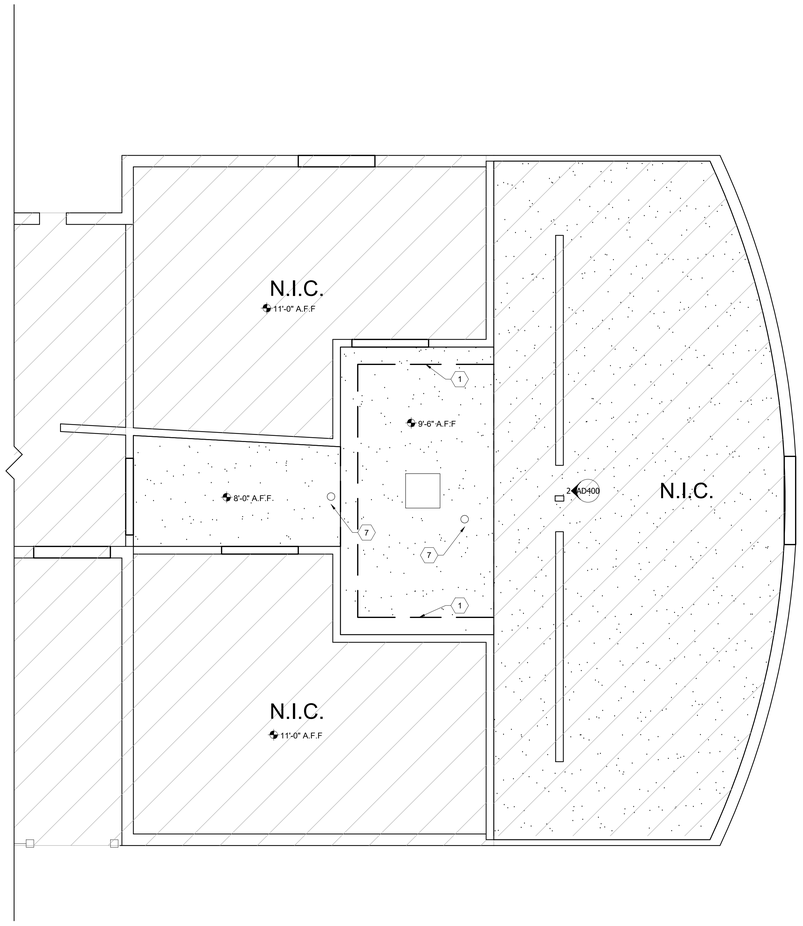
Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



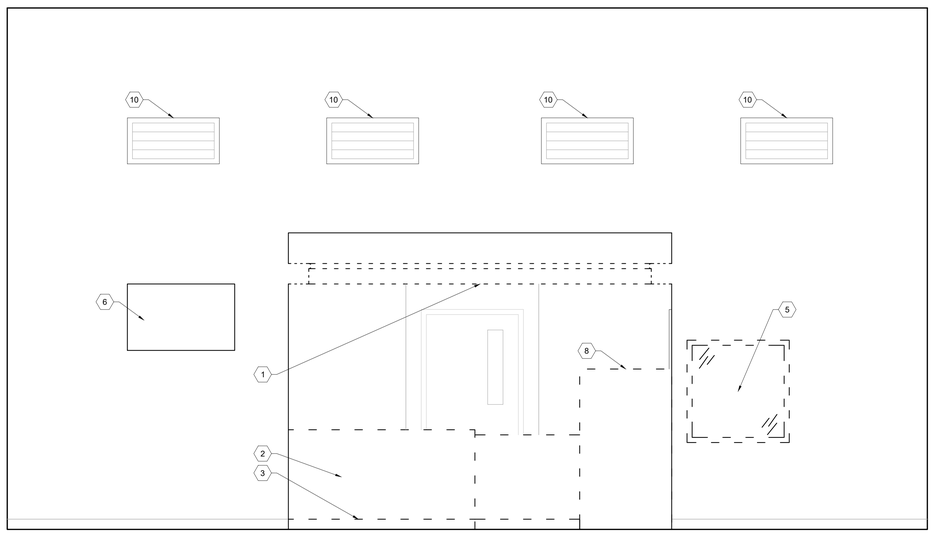
1 ENLARGED DEMOLITION PLAN

Scale: 1/2" = 1'-0"



2 ENLARGED REFLECTED CEILING DEMOLITION PLAN

Scale: 3/8" = 1'-0"



3 ENLARGED ELEVATION - DEMOLITION

Scale: 1/2" = 1'-0"

GENERAL NOTES

1. SHEET A001 GENERAL NOTES APPLY AND SHEET AD100 GENERAL DEMOLITION NOTES APPLY.

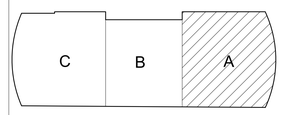
DEMOLITION KEY NOTES:

1. REMOVE AND DISPOSE OF EXISTING SOFFIT AND LIGHT FIXTURES.
2. REMOVE AND DISPOSE OF EXISTING TICKET COUNTER AND ASSOCIATED, CASEWORK.
3. REMOVE EXISTING VINYL BASE AND FLOORING AS REQUIRED FOR NEW COUNTER AND ASSOCIATED CASEWORK INSTALL.
4. REMOVE AND SALVAGE PULL STATION. COVER REINSTALL AT APPROPRIATE HEIGHT.
5. REMOVE AND DISPOSE OF EXISTING WINDOW IN ITS ENTIERITY.
6. MONITOR TO REMAIN, PROTECT IN PLACE.
7. CEILING MOUNTED SECURITY CAMERA TO REMAIN. PROTECT IN PLACE.
8. REMOVE AND DISPOSE OF TICKET KIOSK.
9. AIR DIFFUSER. TO REMAIN. PROTECT IN PLACE
10. AIR RETURN. TO REMAIN. PROTECT IN PLACE

CITY OF PORTERVILLE
291 North Main Street
Porterville, CA 93257

TKDA®

PORTERVILLE TRANSIT CENTER IMPROVEMENTS



KEY PLAN

TRUE NORTH

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

100% DESIGN

NO.	DATE	ISSUE RECORD
B	01/23/2026	100% DESIGN
A	11/13/2025	30% DESIGN

PRELIMINARY
NOT FOR CONSTRUCTION
01-23-26

DESIGNED	DRAWN	CHECKED

ENLARGED DEMOLITION PLANS AND ELEVATION

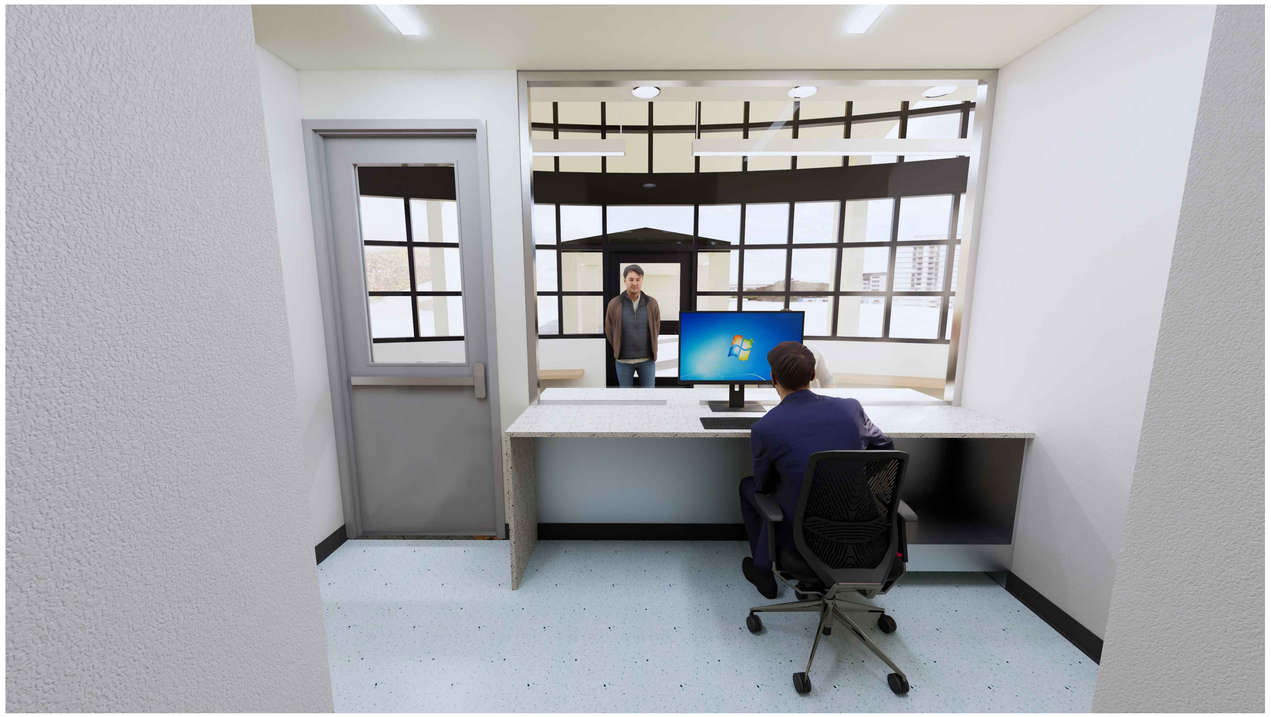
AD400

22111.000

Jan 23, 2026 - 3:19pm
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1 TICKET COUNTER PUBLIC SIDE



2 TICKET COUNTER AGENT SIDE

Jan 23, 2026 - 3:19pm
K:\tx-z\porterville_city\22111000004_production\01_CAD\02_Sheets\Transit Center\A900_TC.dwg

CITY OF PORTERVILLE
291 North Main Street
Porterville, CA 93257

TKDA®

PORTERVILLE TRANSIT CENTER IMPROVEMENTS

C | B | A

KEY PLAN

TRUE NORTH

0 1

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

100% DESIGN

NO.	DATE	ISSUE RECORD
B	01/23/2026	100% DESIGN
A	11/13/2025	30% DESIGN

PRELIMINARY
NOT FOR CONSTRUCTION
01-23-26

DESIGNED	DRAWN	CHECKED

TICKET COUNTER RENDERINGS

A900

22111.000

SUBJECT: Award of Contract for the Villa Street Phase 2 Culvert Project

SOURCE: Planning and Engineering

COMMENT: On July 10, 2026, staff received seven (7) bids for the Villa Street Phase 2 Culver Project. This project includes the demolition and reconstruction of the existing box culvert and bridge structure at Porter Slough along Villa Street.

The Engineer's Estimate of Probable Cost for the project was $1,694,167. The low bid presented by MAC General Engineering, Inc of Exeter is $1,300,493.27, which is 23.24% less than the Engineer's Estimate. An additional $130,049.30 is necessary for construction contingency (10%), and $130,049.30 is required for construction management, surveying, quality control, and inspection services (10%), equating to a total construction cost of $1,560,591.87.

Funding for this project is provided from the Road Maintenance Rehabilitation Account (SB1/Special Gas Tax Funds) in an amount up to $1,694,167.

The bids are as follows:

Contractor	**Bid Amount**
MAC General Engineering, Inc	$1,300,493.27
Agee Construction Corporation	$1,334,052.00
Dawson-Mauldin, LLC	$1,673,878.00
Cal Valley Construction	$1,732,146.00
Archer Civil Construction	$1,828,160.44
Floyd Johnston Construction Co, Inc	$1,960,736.00
Chapco Construction LLC	$2,014,250.00

Staff has found the low bid acceptable.

RECOMMENDATION: That the City Council:
1. Award the Villa Street Phase 2 Culvert Project to MAC General Engineering, Inc. in the amount of $1,300,493.27;
2. Authorize a 10% construction contingency in the amount of $130,049.30;
3. Authorize $130,049.30 for construction management, surveying, quality control, and inspection services; and
4. Authorize the City Manager, or designee, to execute the construction contract and all documents necessary to implement the project, subject to approval as to form by the City Attorney.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

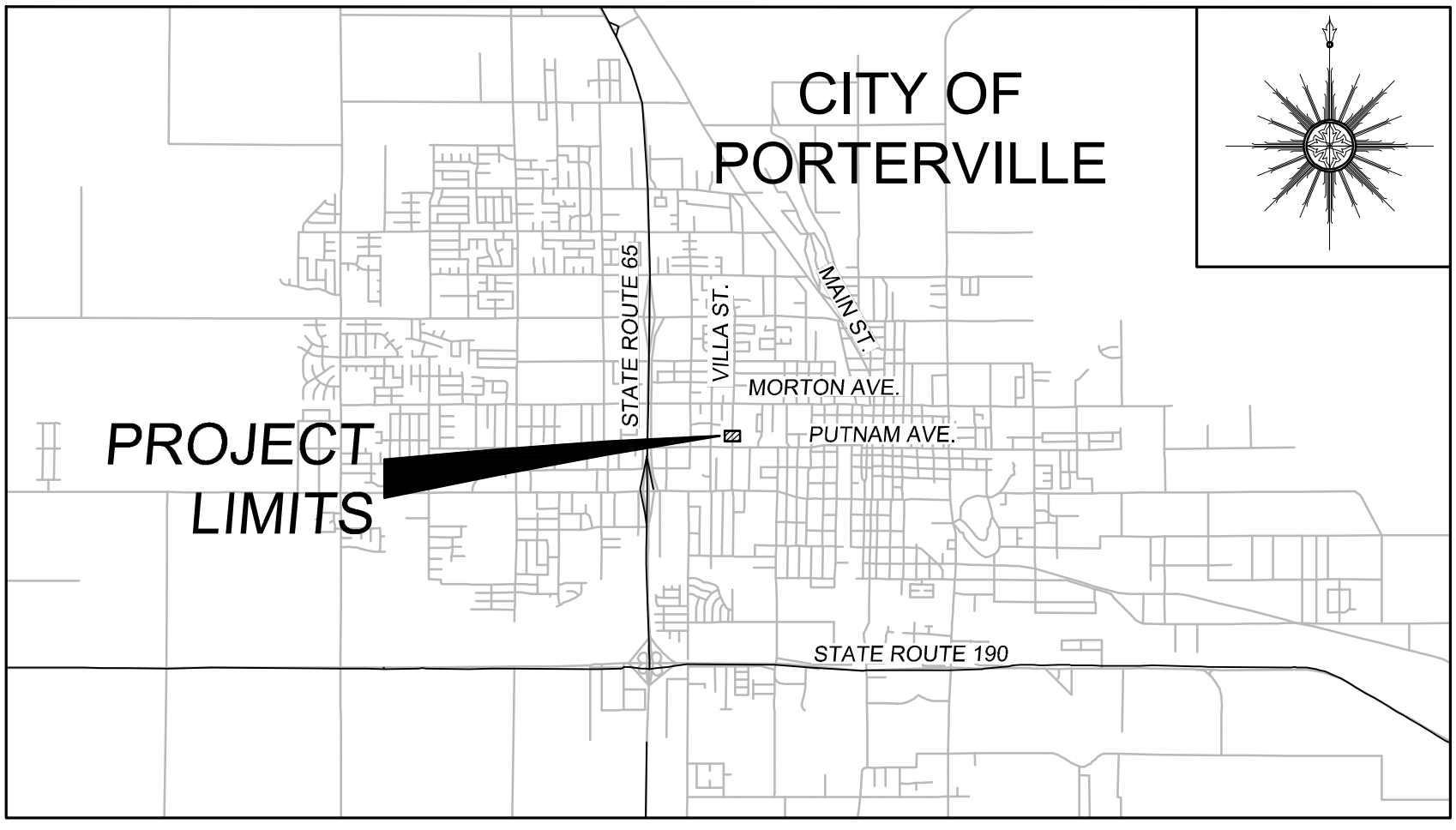
Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



PROJECT MAP

SCALE 1": 1500'



VICINITY MAP

SCALE 1": 5000'

SUBJECT: Award Contract for Bus Shelter Graphics Installation

SOURCE: Transportation

COMMENT: The City of Porterville Transit Division recently received new bus shelters as part of its continued efforts to enhance the appearance and identity of the City's transit system. The shelters were originally intended to be delivered with custom laminated vinyl graphics featuring the City's new Americana branding theme. However, due to unforeseen circumstances during the manufacturing process, the shelters were delivered without the graphics.

To address the issue, the bus shelter manufacturer issued the City a $17,600 credit to complete the graphics installation independently. Staff subsequently solicited quotations from three qualified vendors for the fabrication and installation of laminated anti-graffiti vinyl graphics on the City's new bus shelters. The quotations received are summarized below:

Vendor	**Quote**
2Market Visuals	$13,917.69
IDEA! Printing & Graphics	$26,502.33
Transit Media, Inc.	$27,344.94

After reviewing the quotations, staff determined that 2Market Visuals submitted the lowest responsive and responsible quotation meeting the City's project requirements, representing a savings of approximately $12,500 compared to the next lowest proposal.

The project includes the fabrication and installation of laminated anti-graffiti vinyl graphics on 88 bus shelter panels located throughout the City. Staff selected Option 1 of the proposed artwork, featuring the Porterville Transit logo and an Americana-inspired theme that complements the City's recently adopted branding while providing a consistent appearance throughout the transit system.

The project will be funded entirely through the $17,600 manufacturer credit issued after the bus shelters were delivered without the originally specified graphics. Following award of the contract, the remaining manufacturer credit

will remain available for eligible bus shelter-related improvements or associated project costs.

RECOMMENDATION: That the City Council approve an agreement with 2Market Visuals in the amount of $13,917.69 for the fabrication and installation of laminated anti-graffiti vinyl graphics for the City's bus shelters.

ATTACHMENTS:

1. IDEA! Printing & Graphics Quotation
2. Transit Media Quote
3. Design Proof – Porterville Transit Bus Shelters Americana (Option 1)
4. 2Market Visuals Estimate

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

PRINTING & GRAPHICS INC.
1921 E. MAIN ST. • VISALIA, CA 93292
(559) 733-4149 • Fax: (559) 636-3690
www.visaliaidea.com • orders@visaliaidea.com

Quotation 76390

Date: 07/02/26

Clay Landis
559-586-5092
City of Porterville
555 N. Prospect St.
Porterville CA 93257

SHIP TO:

559-586-5092
City of Porterville
555 N. Prospect St.
Porterville CA 93257

Deliver

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
31	Clay Landis	559-586-5092			Christina	Jim

Quantity	Description	Unit Price	Price
4	**Sec A-A Shelters 4.5 x 5**	617.5000/Ea	**2,470.00**
12	**Sec J-J/W-W Shelters 4.5 x 5**	851.6666/Ea	**10,220.00**
3	**Sec R-R Shelters 4.5 x 5**	1125.0000/Ea	**3,375.00**
6	**Sec U-U Shelters 4.5 x 5**	1380.0000/Ea	**8,280.00**
1	**Travel Charge PER Day · Tax Exempt**	88.0000/Ea	**88.00**

Received by _____ Date _____

Terms	Subtotal				Tax	Total		
C.O.D.	24,433.00				2,069.33	26,502.33		

We print for your success

QUOTE

City of Porterville, Porterville Transit
291 N Main St
PORTERVILLE CA 93257
USA

Date
Jun 16, 2026

Expiry
Jun 30, 2026

Quote Number
QU-2602

Reference
Bus Shelters

Transit Media, Inc.
821460151

Transit Media, Inc.
PO Box 6260
ARNOLD CA 95223

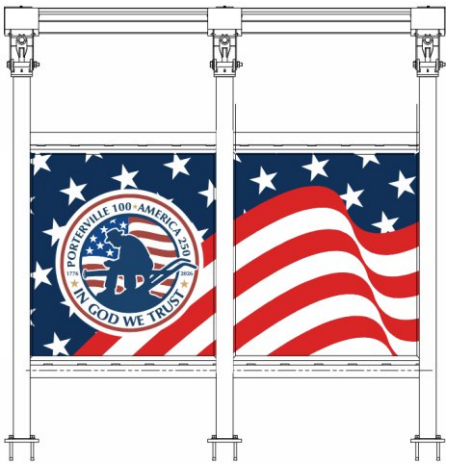
Description	Quantity	Unit Price	Tax	Amount USD
GF 830 / GF 108 Anti-Graffiti Laminate PT Bus Shelters 88 Panels 47.5 x 42.75 4 - 2 panel shelters 12 - 3 panel shelters 3 - 4 panel shelters 6 - 5 panel shelters + 2 additional panels	88.00	165.60	9.25%	14,572.80
Installation of graphics at yard and/or bus stop locations	88.00	129.82	9.25%	11,424.16
			Subtotal	25,996.96
			TOTAL TAX	1,347.98
			TOTAL USD	**27,344.94**

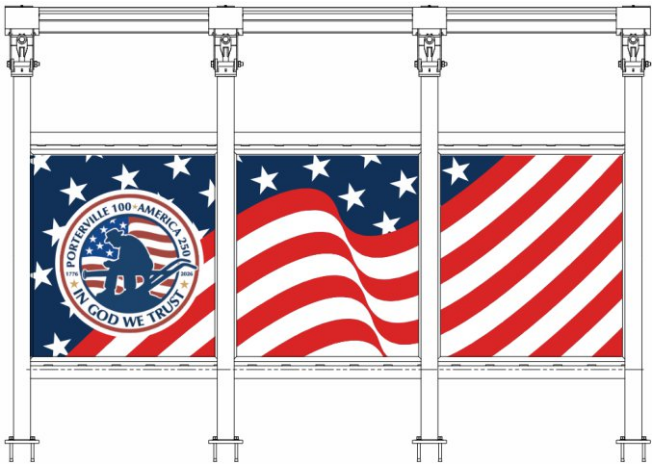
Terms

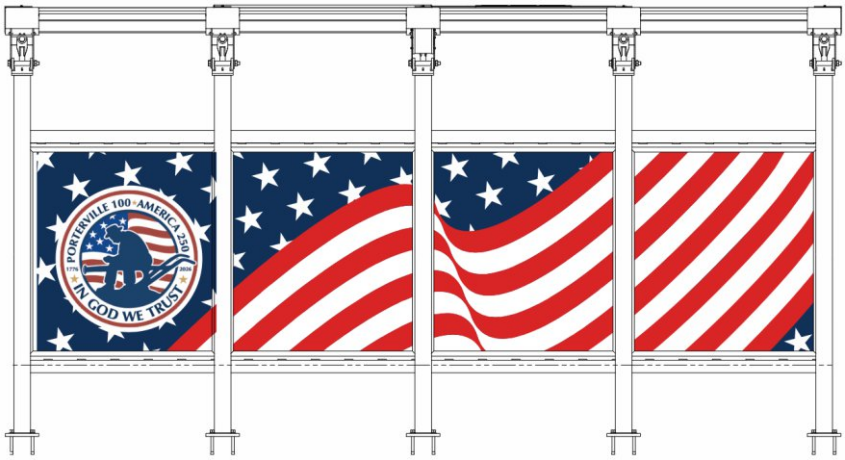
Once quote is accepted, there is a 10-day lead time for special order materials + printing.

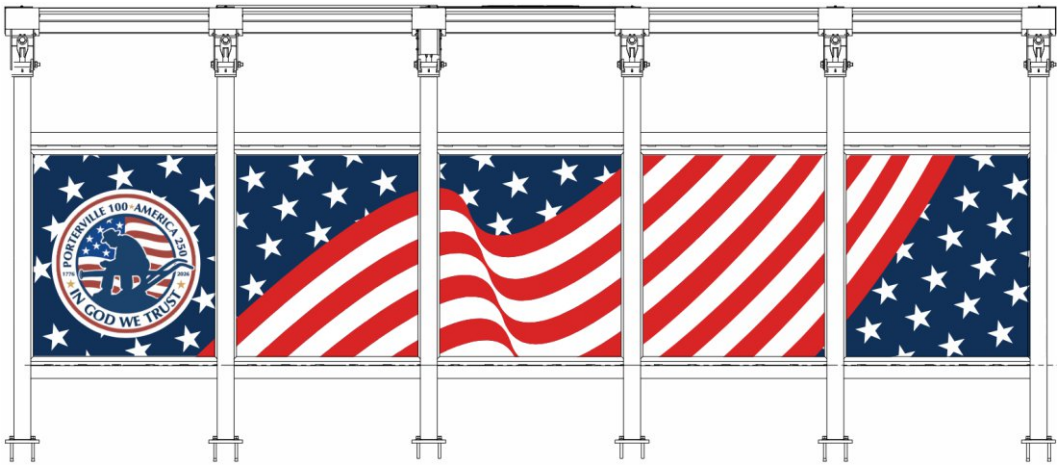
design [PORTERVILLE TRANSIT]

bus shelters









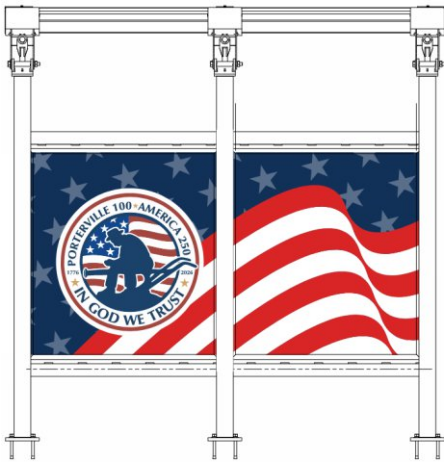
TRANSIT MEDIA INC

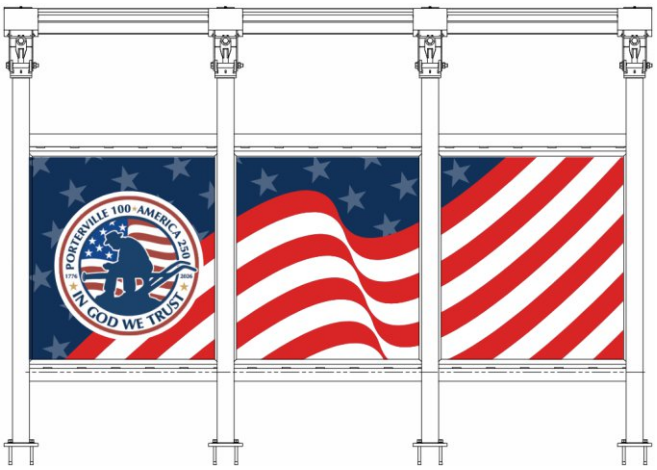
Connecting communities since 2013

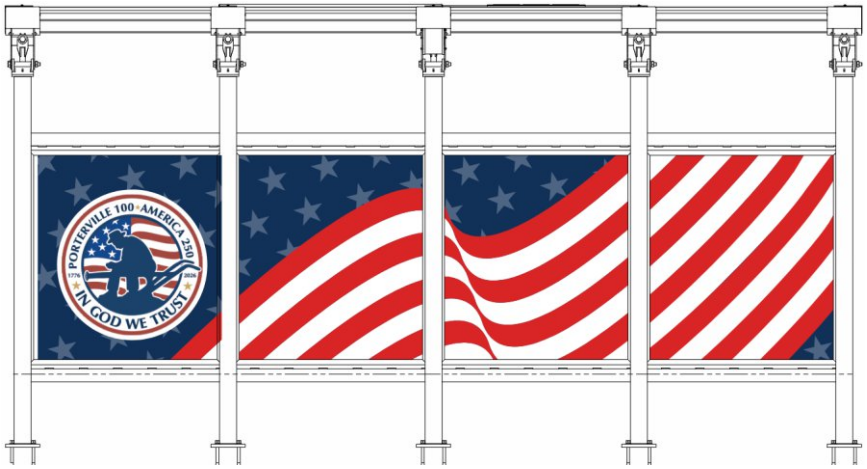
OPTION 1

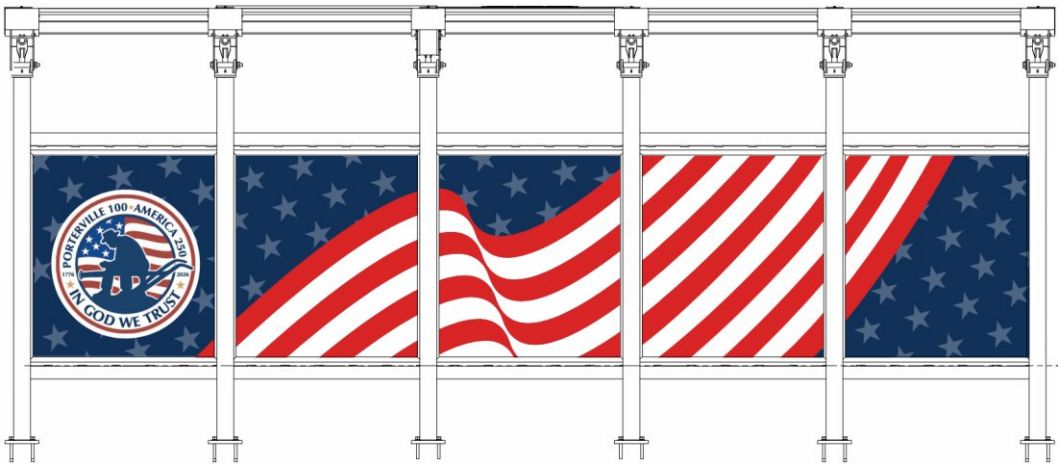
design [PORTERVILLE TRANSIT]

bus shelters





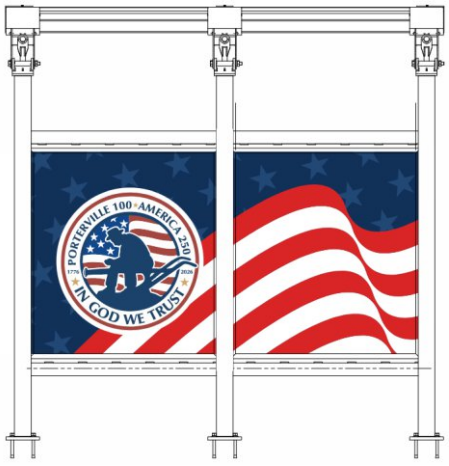


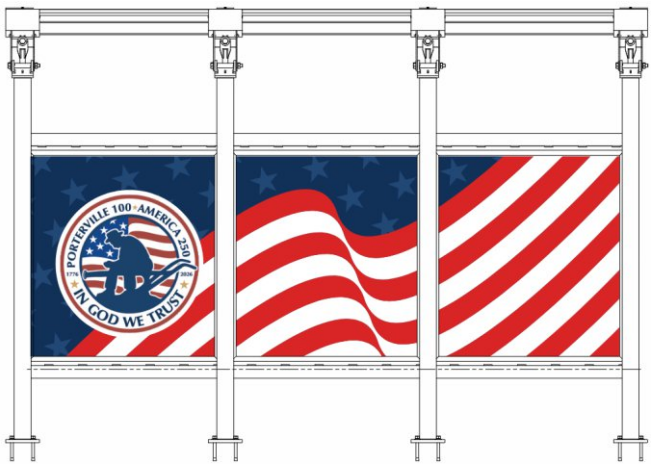


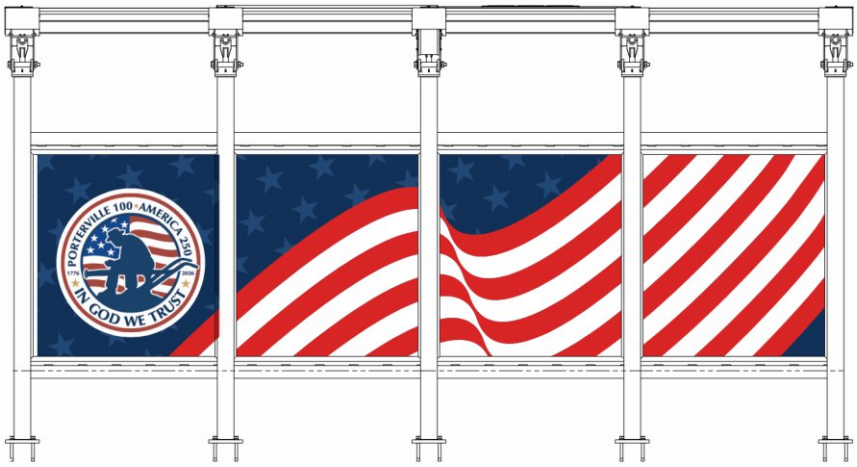
TRANSIT MEDIA INC

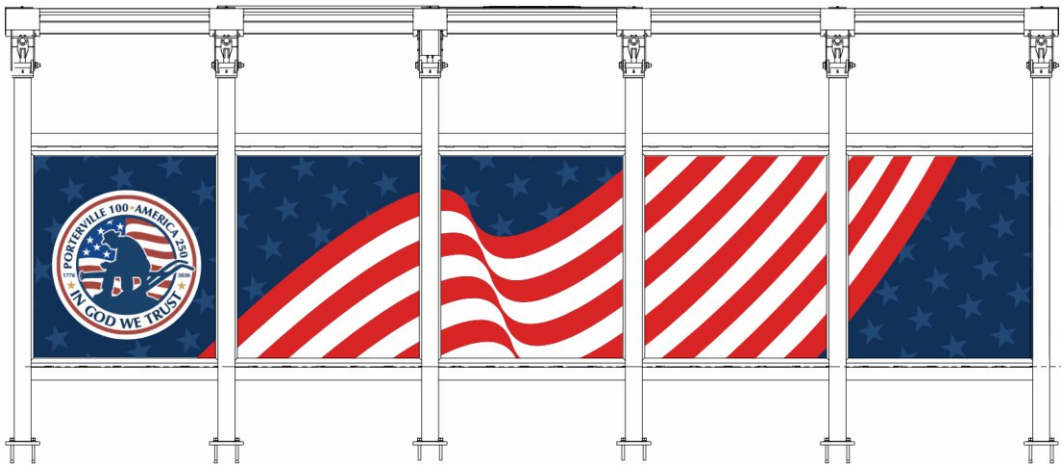
Connecting communities since 2013

OPTION 2


PORTERVILLE 100 · AMERICA 250
1779
2026
IN GOD WE TRUST


PORTERVILLE 100 · AMERICA 250
1779
2026
IN GOD WE TRUST


PORTERVILLE 100 · AMERICA 250
1779
2026
IN GOD WE TRUST


PORTERVILLE 100 · AMERICA 250
1779
2026
IN GOD WE TRUST

2Market Visuals
903 East Douglas St.
Suite B
Visalia, CA 93292
Ph: (559) 625-5230
Email: sales@2marketvisuals.com

Estimate #: 16795

Created Date:	7/6/2026 3:45:59PM	**Prepared For:**	City of Porterville Transportation
Salesperson:	Tony Koster	**Contact:**	Richard Tree, Dir. of Transportation
Email:	tony@2marketvisuals.com	**Office Phone:**	(559) 782-7514
Not Specified:	(559) 625-5230	**Cell Phone:**	(559) 483-0904
Cell Phone:	(559) 799-9757	**Email:**	rtree@ci.porterville.ca.us
Entered by:	Tony Koster	**Address:**	555 N. Prospect St. Porterville, CA 93257

Description: City Bus Shelter Printed Graphic (Cast - 7 year - w/ Graffiti Resistant Laminate) & Installation

		Quantity	Unit Price	Subtotal
1	**Product:** Large Format Prints	88	$103.63	$9,119.36
	Description: 43" x 48" - Full Color print - on Cast vinyl - with Graffiti Resistant laminate 7 YEAR OUTDOOR RATING			
	• **88- 43 in (W) x 48 in (H) Single Sided** Print(s) made from **2.4mil High Performance Wrap Vinyl with air release** stock material			
	• Laminated with **Anti-graffiti 1mil laminate - Optically Clear** on face			

		Quantity	Unit Price	Subtotal
2	**Product:** Installation of Non-Electric Signs	1	$3,708.00	$3,708.00
	Description: INSTALLATION - multiple locations in the Portervillle Transit area -Approx. 25 sites			
	Printed graphics to be installed on site - back walls of bus shelters - Aluminum wall glazed panels			
	• 40 hr of Install Time.			
	• Using a Crew of 1 Personnel.			
	• 8 hr of Travel Time.			

Notes

This estimate will be valid for 30 days from the date it is presented. A 50% deposit is due before work is begun, and the remaining balance in full is due upon completion of the project.

Subtotal:	$12,827.36
Taxes:	$1,090.33
Total:	$13,917.69

Client Reply Request

☐ **Estimate Accepted "As Is". Please proceed with Order.** ☐ **Other:** _____

☐ **Changes required, please contact me.** **SIGN:** _____ **Date:** / /

Print Date: 7/6/2026 3:46:32PM

\\CathysOffice24\cyrious$\Control\Reports\2mark-Estimate01.rpt

...helping you 2Market your business, organization, or event.

SUBJECT: Acceptance of Project - Main Street Reconstruction, Phase 2B

SOURCE: Planning and Engineering

COMMENT: The Main Street Reconstruction Project, Phase 2B included the removal and replacement of existing asphalt, the installation of new barrier curb and gutter, detectable warnings, and conduit for a fiber optic line. The project was completed by MAC General Engineering, Inc. in accordance with the approved plans and specifications. All required inspections have been conducted, and the project has been found to meet the City's construction standards.

Staff tracks construction costs for all Capital Improvement Projects and provides a report of total expenditures when projects are accepted by the City Council. The final project costs are summarized as follows: The construction contract totaled $797,681.29, and costs for construction management, special equipment, quality control, and inspection services totaled $62,610.27, for a combined project total of $860,291.56.

The total project cost is within the overall approved funding of $870,208.93, as authorized by the City Council. The project was funded through the Road Repair and Accountability Act (SB 1) Fund.

Acceptance of this project reflects the City's continued commitment to maintaining safe, reliable public infrastructure and maximizing the efficient use of local transportation and utility funds.

RECOMMENDATION: That the City Council:
1. Accept the Main Street Reconstruction, Phase 2B Project as complete; and
2. Authorize the City Clerk to file the Notice of Completion.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



NORTH

0 150'

SCALE: 1"=150'

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

MAIN STREET RECONSTRUCTION
PHASE 2B

DRAWN BY	JG
CHECKED BY	SW
SCALE	1" = 150'
DATE	05/28/2025

SHEET 1 OF 1

SUBJECT: Authorization to Advertise a Request for Proposals (RFP) for Federal Advocacy Services

SOURCE: City Manager's Office

COMMENT: The Fiscal Year 2026-2027 Adopted Budget includes $125,000 for professional federal advocacy services to strengthen the City's relationships with Congress and federal agencies, advance legislative priorities, and pursue federal funding opportunities that support Porterville's long-term strategic objectives. Staff has prepared the attached Request for Proposals (RFP) to solicit competitive proposals from qualified firms with demonstrated experience representing California public agencies before Congress and federal agencies.

The RFP establishes the City's expectations, scope of services, proposal requirements, evaluation criteria, and selection process to ensure a fair, transparent, competitive, and qualifications-based procurement. The selected consultant will serve as the City's federal advocacy representative and strategic advisor, assisting the City in identifying and pursuing federal funding opportunities, monitoring legislative and regulatory developments, coordinating meetings with federal officials, and advocating for the City's priorities before Congress and federal agencies.

The Scope of Services focuses on several strategic initiatives currently identified by the City, including expansion of the Porterville Municipal Airport, wastewater treatment facility improvements and renewable natural gas initiatives, water quality and denitrification projects, economic development and industrial recruitment, workforce development and agricultural technology, and other federal legislative, regulatory, and funding priorities identified by the City Council and City Manager. In addition, the consultant will assist the City in identifying opportunities for Congressional Directed Spending (Community Project Funding), competitive grants, discretionary funding, and other federal financial assistance programs. These initiatives reflect the City's current federal priorities and are intended to maximize opportunities for infrastructure investment, economic development, environmental sustainability, workforce development, and long-term community growth.

The proposed procurement is intended to identify the firm best qualified to

assist the City in advancing its federal legislative agenda and maximizing opportunities to secure federal investment for projects that benefit the Porterville community. The RFP establishes a competitive, qualifications-based selection process utilizing weighted evaluation criteria emphasizing experience representing public agencies, the qualifications of the proposed team, understanding of the City's priorities, project approach, references, and cost. Following completion of the evaluation process, staff will return to the City Council with a recommendation for award of a Professional Services Agreement to the firm determined to provide the best overall value to the City.

Approval of this item authorizes only the advertisement and solicitation of proposals. Any contract award and expenditure of funds will require separate City Council approval at a future public meeting.

RECOMMENDATION: That the City Council:
1. Authorize the City Manager to advertise and solicit proposals for Federal Advocacy Services; and
2. Authorize the City Manager to make non-substantive administrative modifications to the Request for Proposals, as necessary, prior to advertisement.

ATTACHMENTS: 1. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CITY OF PORTERVILLE
REQUEST FOR PROPOSALS FOR
FEDERAL ADVOCACY SERVICES
RFP No. 26/27-XXXX

The City of Porterville ("City") is soliciting sealed proposals from qualified and experienced firms to provide professional federal advocacy and governmental relations services on behalf of the City. The selected consultant will represent the City's interests before the United States Congress, federal agencies, and other federal entities, while assisting the City in advancing legislative priorities, securing discretionary funding opportunities, and strengthening federal partnerships.

The City intends to award a professional services agreement to one (1) qualified firm that demonstrates the experience, resources, relationships, and strategic approach necessary to effectively represent the City's interests in Washington, D.C.

This Request for Proposals (RFP) establishes the requirements, evaluation criteria, and selection process for the procurement of these services. Firms responding to this RFP must demonstrate substantial experience providing federal advocacy services for California public agencies and possess the qualifications necessary to successfully perform the Scope of Services described herein.

Proposal Submittal

One (1) electronic PDF proposal shall be submitted through the Public Purchase procurement portal no later than:

5:00 p.m., PST
Friday, August 28, 2026

Late proposals will not be accepted.

Procurement Contact

City of Porterville
City Manager’s Office
Attention: Richard Tree
rtree@ci.porterville.ca.us

Questions

Questions regarding this RFP shall be submitted electronically through the Public Purchase website no later than:

Wednesday, August 12, 2026

Responses to questions and any addenda will be posted through the Public Purchase website.

Procurement Website

This RFP and all related documents may be obtained electronically at no cost through:

www.publicpurchase.com

All official communications, addenda, and responses to questions regarding this solicitation will be issued exclusively through the Public Purchase website. It is the responsibility of each proposer to monitor the website for updates.

Proposal Requirements

All proposals shall remain valid for a period of ninety (90) days following the proposal due date.

All proposals submitted become the property of the City of Porterville and are subject to disclosure in accordance with the California Public Records Act, except for information specifically identified as exempt under applicable law.

The City reserves the right to reject any or all proposals, waive informalities or minor irregularities, request clarification of any proposal, negotiate with one or more proposers, or cancel this solicitation at any time if determined to be in the best interest of the City.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, https://www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals must be submitted through the Public Purchase website.

Questions regarding this project are due no later than Wednesday, August 12, 2026.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

The City of Porterville is seeking proposals from qualified and experienced federal advocacy firms to provide comprehensive governmental relations and advocacy services before the United States Congress, federal agencies, and other federal entities.

The selected firm shall serve as the City's federal advocacy representative and strategic advisor, assisting the City in advancing legislative priorities, identifying and securing federal funding opportunities, monitoring federal legislation and regulatory actions, and developing effective relationships with federal elected officials, agency leadership, and key stakeholders.

The selected consultant will work closely with the City Manager, City Council, and City staff to develop and implement a proactive federal advocacy strategy that supports the City's strategic goals, infrastructure priorities, economic development initiatives, public safety objectives, water and wastewater infrastructure, transportation, aviation, parks, housing, and other federal priorities.

II. BACKGROUND

The City of Porterville is a full-service municipality located in Tulare County, California, serving approximately 65,000 residents. The City provides a full range of municipal services including police, fire, public works, water, wastewater, parks and recreation, planning, engineering, transportation, aviation, and administrative services.

The City is committed to strengthening its partnerships with federal agencies and the Congressional delegation to advance strategic infrastructure investments, economic development, public safety, water reliability, transportation improvements, aviation, and other community priorities**.**

The City has established federal advocacy as a strategic initiative intended to strengthen relationships with Congress and federal agencies while maximizing opportunities to secure federal funding and influence federal policy affecting the community.

III. MINIMUM QUALIFICATIONS

At a minimum, the proposer shall demonstrate:

1. A minimum of five (5) years of experience providing federal advocacy or governmental relations services for public agencies.
2. Demonstrated experience representing California cities, counties, special districts, or other governmental agencies before Congress and federal agencies.
3. A registered federal lobbying practice in compliance with all applicable federal lobbying laws and reporting requirements.
4. Demonstrated success securing federal appropriations, competitive grant funding, legislative changes, regulatory approvals, or other measurable federal outcomes for public agency clients.
5. Established working relationships with Members of Congress, Congressional committees, federal agencies, and executive branch officials relevant to municipal government.
6. Sufficient staffing and organizational capacity to provide responsive service throughout the term of the agreement.
7. The ability to satisfy all insurance and contractual requirements established by the City.

IV. TERM OF AGREEMENT

The City anticipates entering into an initial professional services agreement for a three (3) year term.

Consistent with the City's current federal advocacy strategy, the City anticipates conducting a joint performance review after the first twelve (12) months to evaluate the effectiveness of services, progress toward established objectives, communication, and overall value provided to the City. The review is intended to promote continuous improvement and does not alter the term of the agreement.

The selected consultant's proposal shall become part of the contractual obligations if a contract is awarded.

V. SCOPE OF SERVICES

The selected consultant shall serve as the City's federal advocacy representative and strategic advisor before the United States Congress, federal agencies, and other federal entities. The consultant shall provide comprehensive federal advocacy services, including, but not limited to, the following:

A. Federal Advocacy Strategy

1. Develop, maintain, and periodically update a comprehensive federal advocacy strategy aligned with the City's strategic priorities.
2. Represent the City before Members of Congress, Congressional committees, federal agencies, executive branch officials, and other federal stakeholders.
3. Monitor federal legislation, regulations, executive actions, and funding opportunities that may affect the City and provide timely analysis and recommendations.
4. Coordinate meetings, advocacy visits, and strategic engagement between City officials and federal policymakers.
5. Prepare legislative analyses, position letters, briefing materials, testimony, grant support letters, and other advocacy documents as requested.
6. Provide monthly written activity reports summarizing legislative developments, meetings conducted, funding opportunities identified, advocacy activities performed, progress toward established priorities, and recommended next steps.

B. Federal Funding and Grant Assistance

The consultant shall identify, pursue, and assist the City in securing federal funding opportunities, including congressional appropriations, competitive grants, discretionary funding, loans, and other federal financial assistance programs.

The consultant shall provide strategic assistance for projects including, but not limited to:

- Transportation infrastructure
- Aviation improvements
- Water and wastewater infrastructure
- Economic development
- Public safety
- Parks and recreation
- Community development
- Housing
- Congressional Directed Spending (Community Project Funding)
- Other City priorities as identified by the City Council or City Manager

C. Strategic Federal Priorities

The consultant shall assist the City in advancing federal legislative, regulatory, and funding strategies for the City's priority initiatives, which currently include, but are not limited to:

1. Porterville Municipal Airport

Assist the City in securing federal funding, regulatory approvals, and agency coordination necessary to support future expansion of the Porterville Municipal Airport, including runway extension, airport infrastructure improvements, aviation safety enhancements, economic development initiatives, emergency response capabilities, and increased eligibility for Federal Aviation Administration (FAA) funding programs.

2. Wastewater Treatment Facility and Renewable Natural Gas

Assist the City in identifying federal funding opportunities, tax incentives, regulatory programs, and legislative initiatives supporting methane recapture, renewable natural gas production, alternative fuel development, and the use of renewable fuels for municipal operations and transit services.

3. Water Quality and Denitrification

Support the City's efforts to secure federal funding and technical assistance for wastewater treatment improvements, groundwater protection, water reuse, denitrification projects, aquifer recharge, and related environmental infrastructure improvements.

4. Economic Development

Assist the City in identifying federal programs and opportunities that support economic development, distribution centers, industrial recruitment, logistics infrastructure, manufacturing, freight mobility, supply chain investment, Opportunity Zones, and other federal initiatives supporting economic growth.

5. Workforce Development and Agricultural Technology

Assist the City in identifying federal funding opportunities supporting career technical education, workforce development, agricultural technology, higher education partnerships, and workforce training programs that benefit the regional economy.

D. Government Relations

The consultant shall:

1. Maintain effective working relationships with the City's Congressional delegation and federal agencies.
2. Coordinate advocacy efforts with regional, state, tribal, and local partners when appropriate.
3. Facilitate communication between the City and federal agencies regarding regulatory or funding matters.
4. Assist City officials during advocacy trips to Washington, D.C., including meeting coordination, scheduling, briefing materials, and strategic planning.

E. General Services

The consultant shall also:

1. Maintain compliance with all applicable federal lobbying registration and reporting requirements.
2. Provide strategic advice regarding emerging federal policy issues affecting municipal government.
3. Respond promptly to City requests regarding federal legislative or regulatory matters.
4. Perform other related federal advocacy services requested by the City that are consistent with the objectives of the Professional Services Agreement.

VI. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, waive informalities or minor irregularities, request clarification of proposals, negotiate with one or more proposers, or cancel this solicitation if determined to be in the best interests of the City.

VII. ADDENDA

All addenda issued for this RFP will be posted exclusively through the Public Purchase website. It is the sole responsibility of each proposer to monitor the website and acknowledge receipt of all addenda.

VIII. QUESTION DEADLINE

Questions regarding this RFP shall be submitted electronically through the Public Purchase website no later than Wednesday, August 12, 2026.

IX. PROPOSAL DUE DATE

Proposals shall be submitted electronically through the Public Purchase website no later than 5:00 p.m. (Pacific Time) on Friday, August 28, 2026.

Email submissions will not be accepted.

X. PROPOSAL SUBMITTAL

Proposals shall be submitted in the format prescribed in this RFP through the Public Purchase website.

Late, incomplete, or non-responsive proposals may be rejected.

XI. CONSULTANT RESPONSIBILITIES

The selected consultant shall be solely responsible for the performance of all services identified in the proposal, including services performed by subcontractors. The consultant shall designate a principal point of contact who will have authority to act on behalf of the firm regarding contractual and project matters.

XII. INVOICING AND PAYMENT

The selected consultant shall submit monthly invoices in accordance with the professional services agreement. Payment shall be made in accordance with the terms of the executed agreement.

XIII. EQUAL OPPORTUNITY

The City of Porterville is committed to equal opportunity in contracting and encourages participation by all qualified firms. The selected consultant shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.

XIV. PROPOSAL REQUIREMENTS

To facilitate the evaluation process, proposals shall be organized in the following format. Proposals should be clear, concise, and sufficiently detailed to demonstrate the proposer's qualifications, experience, and ability to successfully perform the requested services.

The City reserves the right to reject any proposal that is incomplete, fails to address the required information, or otherwise does not demonstrate the qualifications necessary to perform the requested services.

A. Cover Letter

Provide a cover letter signed by an individual authorized to bind the firm contractually. The cover letter shall include:

- Name, address, telephone number, and website of the firm.
- Name, title, telephone number, and email address of the primary contact.
- A statement affirming the firm's understanding of the services requested.
- A statement confirming the firm's ability to perform the services described in this RFP.
- A statement certifying that the proposal shall remain valid for ninety (90) days following the proposal due date.

B. Firm Qualifications and Experience

Provide a description of the firm's background, history, organizational structure, and qualifications, including:

- Number of years providing federal advocacy services.
- Areas of specialization.
- Number of employees.
- Office locations.
- Description of the firm's experience representing California cities, counties, special districts, or other public agencies.
- Description of any significant organizational changes within the past three (3) years.

C. Project Team

Identify the personnel who will be assigned to the City, including:

- Primary account manager.
- Principal lobbyists.
- Support personnel.
- Organizational chart.
- Description of each individual's role.
- Resumes for all key personnel.

The City expects the personnel identified in the proposal to remain assigned throughout the contract term unless otherwise approved by the City.

D. Relevant Experience

Describe the firm's experience providing services similar to those requested in this RFP.

Include examples demonstrating success in:

- Securing federal appropriations.
- Obtaining competitive federal grant funding.
- Developing federal legislative strategies.
- Working with Congress and federal agencies.
- Representing California public agencies.
- Advocating for transportation, aviation, water, wastewater, public safety, housing, parks, economic development, or other municipal priorities.

For each example include:

- Client name.
- Project description.
- Services provided.
- Duration of engagement.
- Measurable outcomes or accomplishments.

E. Federal Advocacy Strategy and Methodology

Describe the firm's proposed approach for representing the City of Porterville.

At a minimum, discuss:

- How the firm develops federal advocacy strategies.
- How legislative priorities are established and monitored.
- The firm's approach to identifying federal funding opportunities.
- Methods used to advocate before Congress and federal agencies.
- How relationships with elected officials and federal agencies are maintained.
- Strategies for coordinating with City leadership.
- Methods for responding to emerging legislative or regulatory issues.

The City encourages proposers to demonstrate their understanding of Porterville's current priorities and describe how the firm would assist the City in advancing those priorities.

F. Communication and Reporting

Describe how the firm will communicate with the City throughout the contract.

Include:

- Frequency of meetings.
- Legislative updates.
- Funding opportunity notifications.
- Written reports.
- Availability for City Council meetings.
- Availability during urgent legislative or funding matters.

G. Innovation and Value-Added Services

Describe any additional services, resources, or expertise the firm would provide beyond the minimum Scope of Services.

Examples may include:

- Grant strategy development.
- Federal agency coordination.
- Strategic planning.
- Congressional delegation visits.
- Federal training for City officials.
- Economic development assistance.
- Other value-added services.

H. References

Provide a minimum of five (5) references for current or recent public agency clients receiving similar services.

Include:

- Agency name.
- Contact person.
- Title.
- Telephone number.
- Email address.
- Description of services provided.
- Length of engagement.

The City reserves the right to contact any reference or any other client of the proposer.

I. Litigation, Contract Defaults, and Conflicts

Disclose any of the following occurring within the past five (5) years:

- Contract terminations for default.
- Litigation involving professional services.
- Government investigations involving lobbying activities.
- Ethical violations.
- Debarment or suspension from contracting.
- Conflicts of interest that may affect the firm's ability to represent the City.

If none exist, so state.

J. Required Certifications

Provide all certifications and documentation necessary to demonstrate compliance with applicable federal, state, and local laws, including:

- Federal lobbying registration, if applicable.
- Business licenses.
- Proof of insurance.
- Required non-collusion certifications.
- Any additional certifications required by the City.

K. Exceptions to the RFP

Identify any requested exceptions to the requirements, terms, or conditions contained in this Request for Proposals.

Failure to identify requested exceptions shall be interpreted as acceptance of the City's requirements.

L. Additional Information

The proposer may submit any additional information believed to assist the City in evaluating the proposal.

Such information may include examples of reports, legislative updates, funding success stories, client communications, awards, recognitions, or other materials demonstrating the firm's qualifications.

M. Current Client List

Provide a list of the firm's current public agency clients for whom the firm is providing federal advocacy, governmental relations, or lobbying services as of the proposal submission date.

At a minimum, include the following information for each client:

- Agency name.
- Agency type (City, County, Special District, Joint Powers Authority, Tribal Government, or other public agency).
- State in which the client is located.
- Year the client relationship began.
- Primary services provided.
- Primary areas of federal advocacy or representation.
- Primary firm personnel assigned to the client.

The City requests that proposers specifically identify all current California public agency clients.

The proposer shall also disclose any existing or potential conflicts of interest that could reasonably affect the firm's ability to represent the City of Porterville. This includes, but is not limited to, representing clients whose federal legislative or funding priorities may directly conflict with those of the City. If no actual or potential conflicts exist, the proposer shall so state.

The City reserves the right to consider the firm's current client portfolio, potential conflicts of interest, and organizational capacity as part of its evaluation of proposals.

XV. COST PROPOSAL

The City intends to select the firm that provides the best overall value based upon qualifications, experience, demonstrated ability, proposed approach, and cost. Cost will be considered as one component of the overall evaluation and the City is not obligated to award a contract to the proposer submitting the lowest cost proposal.

The Cost Proposal shall be submitted as a separate section of the proposal and shall include, at a minimum, the following information:

A. Monthly Retainer

Provide the proposed fixed monthly retainer for the services identified in the Scope of Services.

The monthly retainer shall include all routine federal advocacy services necessary to fulfill the requirements of this Request for Proposals unless specifically identified as an additional service.

B. Hourly Rates

If applicable, provide the hourly billing rates for all personnel who may perform work under the agreement, including:

- Partners
- Principals
- Senior Lobbyists
- Government Relations Associates
- Analysts
- Administrative Support
- Any Subconsultants

The proposer shall indicate whether hourly rates are included within the monthly retainer or apply only to additional services specifically authorized by the City.

C. Reimbursable Expenses

Identify all reimbursable expenses that may be billed separately from the monthly retainer.

Examples may include:

- Approved travel expenses

- Airfare
- Lodging
- Mileage
- Parking
- Printing or reproduction costs
- Postage or shipping
- Registration fees
- Other direct project expenses

The proposer shall clearly identify any expenses included within the monthly retainer.

No reimbursable expense shall be billed without prior written authorization from the City unless otherwise provided in the Professional Services Agreement.

D. Additional Services

Describe any services not included within the proposed monthly retainer and identify the associated billing methodology.

Examples may include:

- Special projects
- Grant writing or grant application preparation
- Federal agency technical assistance
- Strategic planning workshops
- Additional City Council presentations
- Other services beyond the Scope of Services

E. Fee Escalation

If the proposer anticipates any annual adjustment to the monthly retainer or hourly billing rates during the contract term, describe the proposed adjustment methodology.

If no adjustments are proposed, so state.

F. Payment Terms

Describe the firm's standard invoicing procedures and payment terms, including:

- Frequency of invoicing
- Level of invoice detail
- Payment due date
- Any discounts for early payment

G. Cost Proposal Certification

The proposer shall certify that all costs necessary to perform the Scope of Services have been included in the Cost Proposal and that no additional compensation shall be requested except as expressly authorized by the City through a written amendment to the agreement.

The City reserves the right to negotiate reductions in scope or compensation if the proposed fees exceed available funding.

H. Cost Summary

Provide a summary of the proposed fees using the following format:

Description	**Proposed Cost**
Monthly Retainer	$_____
Estimated Annual Cost	$_____
Three-Year Contract Value	$_____
Hourly Rates (if applicable)	See Attached
Reimbursable Expenses	Describe
Additional Services	Describe

The City reserves the right to negotiate the final scope of services, compensation, reimbursable expenses, and contract terms with the selected proposer prior to award of a Professional Services Agreement.

XVI. EVALUATION CRITERIA

Evaluation Criteria	**Points**
Experience Representing Public Agencies	20
Qualifications of Proposed Team	20
Understanding of Porterville's Priorities	20
Project Approach and Federal Advocacy Strategy	25
Cost Proposal	10
References	5
Total	**100**

XVII. SELECTION PROCESS

Following the proposal due date, the City will evaluate all proposals received in accordance with the evaluation criteria contained in this Request for Proposals. The City intends to conduct a fair, objective, and qualifications-based evaluation process to identify the firm that provides the best overall value to the City.

The City reserves the right to use any or all of the following steps in the selection process:

A. Proposal Review

The City will review each proposal to determine whether it is complete, responsive to the requirements of this Request for Proposals, and submitted in accordance with the prescribed procedures.

B. Evaluation of Proposals

Responsive proposals will be evaluated by an evaluation committee using the criteria identified in Section XVI, Evaluation Criteria. The committee may consider the written proposal, demonstrated qualifications, relevant experience, proposed project approach, references, and overall ability of the proposer to successfully perform the requested services.

C. Clarifications

The City reserves the right to request written clarifications, supplemental information, or additional documentation from any proposer for the purpose of clarifying information contained in the proposal. Clarifications shall not be considered an opportunity to substantially modify or revise a proposal.

D. Interviews or Presentations

At its sole discretion, the City may invite one or more proposers to participate in interviews, presentations, or discussions regarding their qualifications, experience, proposed approach, and ability to provide the requested services.

The City reserves the right to waive interviews and make a recommendation for contract award based solely upon the written proposals received.

E. Reference Checks

The City reserves the right to contact any references provided by the proposer, as well as any other current or former clients, to verify the proposer's qualifications, experience, performance history, and ability to successfully perform the requested services.

F. Negotiation

Following completion of the evaluation process, the City intends to enter into negotiations with the highest-ranked proposer regarding the final scope of services, compensation, contract terms, and other provisions of the Professional Services Agreement.

If the City is unable to successfully negotiate an agreement with the highest-ranked proposer, the City reserves the right to terminate negotiations and enter into negotiations with the next highest-ranked proposer, or to reject all proposals.

G. Contract Award

The final selection of the consultant and award of any Professional Services Agreement shall be subject to approval by the Porterville City Council.

The issuance of this Request for Proposals does not obligate the City to award a contract, reimburse any proposer for proposal preparation costs, or procure any services. The City reserves the right to reject any or all proposals, waive informalities or irregularities, cancel this solicitation, or reissue the Request for Proposals if doing so is determined to be in the best interests of the City.

Any Professional Services Agreement resulting from this Request for Proposals shall not become effective until approved by the Porterville City Council and executed by the authorized representatives of both parties.

SUBJECT: Authorization to Distribute a Request for Proposals (RFP) for Fourth and Fifth Year Permanent Local Housing Allocation (PLHA) Program Funding

SOURCE: Planning and Engineering

COMMENT: In 2020, the City Council adopted the City's Five-Year Permanent Local Housing Allocation (PLHA) Plan, allowing the City to receive formula funding from the California Department of Housing and Community Development (HCD) to support eligible housing and homelessness programs. Through the first three years of the program, the City received and successfully awarded approximately $1.46 million in PLHA funding through a competitive Request for Proposals (RFP) process.

On June 25, 2026, the City received an executed agreement from HCD awarding $519,058 in Fourth and Fifth Year PLHA funding, consisting of $293,840 for Year 4 and $225,218 for Year 5. Staff is requesting authorization to distribute a Request for Proposals (RFP) to identify qualified nonprofit organizations to administer eligible PLHA activities in accordance with the City's approved Five-Year PLHA Plan.

Consistent with the City's Five-Year PLHA Plan, the RFP proposes funding for the following eligible activities:

- Operating costs for emergency shelters and/or bridge housing programs;
- Operating costs for navigation centers; and
- Supportive/case management services for permanent supportive housing.

Eligible applicants include qualified nonprofit organizations that can demonstrate the institutional, managerial, and financial capacity to successfully administer the requested services in accordance with PLHA program requirements. Proposals will be evaluated using the criteria identified in the RFP, and staff will return to the City Council with a recommendation for award following completion of the competitive selection process.

Authorization to distribute the RFP will allow the City to competitively allocate the available PLHA funding and continue supporting eligible housing and homelessness assistance programs within the community.

RECOMMENDATION: That the City Council authorize the distribution of a Request for Proposals (RFP) for the allocation of $519,058 in Fourth and Fifth Year Permanent Local Housing Allocation (PLHA) Program funding.

ATTACHMENTS:
1. 20-PLHA-15103 Amendment No. 4 Executed Agreement
2. Draft Request for Proposals – Fourth and Fifth Year PLHA Funding

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **SCO ID:**

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 04/2020)

☑ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-PLHA-15103	4	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
Department of Housing and Community Development

CONTRACTOR NAME
City of Porterville

2. The term of this Agreement is:

START DATE
02/24/2021

THROUGH END DATE
6/30/2030

3. The maximum amount of this Agreement after this Amendment is:
$1,980,827.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
This amendment is to add October 15, 2024, NOFA funds to the contract.

Exhibit A, Authority, Purpose, and Scope of Work is hereby deleted in its entirety and replaced with new Exhibit A, Authority, Purpose and Scope of Work, Am. 4 (Rev. 03/2026) attached hereto and made a part hereof.

Exhibit E, Program-Specific Provisions and Special Conditions is hereby deleted in its entirety and replaced with new Exhibit E, Program-Specific Provisions and Special Conditions, Am. 4 (Rev. 03/2026) attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Porterville

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
291 N Main Street	Porterville	CA	93257

PRINTED NAME OF PERSON SIGNING	TITLE
Greg Meister	Mayor

CONTRACTOR AUTHORIZED SIGNATURE: Greg Meister

DATE SIGNED: 06-15-2026

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street Suite 400	**Sacramento**	**CA**	**95811**

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	**Contract Services Section Manager**

CONTRACTING AGENCY AUTHORIZED SIGNATURE: Diana Malimon

DATE SIGNED: 06/24/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)
Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program"), this Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued a Notice of Funding Availability (the "NOFA"), dated December 29, 2023, amended October 15, 2024, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of making funding available to eligible local governments in California for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. By entering into this Agreement and thereby accepting the award of the PLHA grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

4. Scope of Work

A. The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

EXHIBIT A

2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for a term of no less than thirty days.

3) Matching portions of funds placed into local or regional housing trust funds.

4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.

6) Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

    a) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

    b) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).

7) Accessibility modifications in Lower-income Owner-occupied housing.

EXHIBIT A

8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

9) Homeownership opportunities, including, but not limited to, down payment assistance.

10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the Affordable housing Project.

B. A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.

C. Two or more local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.

D. Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

EXHIBIT A

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
Grant Management Section, Floor 6
651 Bannon Street, CA 95811
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Greg Meister
Authorized Representative Title:	Mayor
Agency Name:	City of Porterville
Address:	291 North Main Street Porterville, CA 93257
Phone No.:	(559) 782-7466
Email Address:	gmeister@ci.porterville.ca.us

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the "Effective Date").

B. This Agreement shall terminate on June 30, 2030.

EXHIBIT A

C. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.

D. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is fifty-eight months from the date of the budget appropriation for each year of funds included in this Agreement.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Budget Detail:

Contractor has been awarded the following grant activity amounts for 2019: **$342,754**

Contractor has been awarded the following grant activity amounts for 2020: **$532,745**

Contractor has been awarded the following grant activity amounts for 2021: **$586,270**

Contractor has been awarded the following grant activity amounts for 2022: **$293,840**

Contractor has been awarded the following grant activity amounts for 2023: **$225,218**

Estimated five-year allocation may not exceed: **$2,056,524**

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: City of Porterville **Total Amount: $ 1,980,827**

Plan:

Provide a description of how allocated funds will be used for the proposed activity.

Activity 6- The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. §301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.1. Operating costs for navigation centers 2. Operating costs for emergency shelters 3. Permanent Supportive Housing.

EXHIBIT E

Funding Allocation Year	**2019**	**2020**	**2021**	**2022**	**2023**
Type of Activity	Operating and Capital Costs for Emergency Shelters				
Percentage of Funds Allocated for each Activity	60%	62%	61%	60%	60%
Area Median Income Level Served	30%	30%	30%	30%	30%
Type of Activity	Operating and Capital Costs for Navigation Centers				
Percentage of Funds Allocated for each Activity	25%	25%	25%	25%	25%
Area Median Income Level Served	30%	30%	30%	30%	30%
Type of Activity	Supportive/Case Management Services				
Percentage of Funds Allocated for each Activity	0%	8%	9%	10%	10%
Area Median Income Level Served	N/A	30%	30%	30%	30%
Type of Activity	Permanent Supportive Housing				
Percentage of Funds Allocated for each Activity	10%	N/A	N/A	N/A	N/A
Area Median Income Level Served	30%	N/A	N/A	N/A	N/A
Administrative Costs	5%	5%	5%	5%	5%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

2. <u>Special Conditions</u>

The following Special Conditions are applicable to this Standard Agreement:
None.

CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING OF 2019-2023 FIVE YEAR PLAN – YEAR 4 & 5 FUNDS
RFP No. 26/27-SR_____

The City of Porterville is seeking qualified nonprofit organizations to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP.

Submittal: One PDF file must be received by:
Wednesday, August 19, 2026, by 5:00 pm.
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title: RFP No. 26/27-SR____ Permanent Local Housing Allocation (PLHA) Fourth- and Fifth-Year Funding of 2019-2023 Five Year Plan

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, ***www.publicpurchase.com.*** No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than Friday, August 14, 2026.**

REQUEST FOR PROPOSALS (RFP)
FOR FIVE YEAR PLHA PLAN

I. PROPOSED PROJECT

PROJECT TITLE: PLHA Five Year Plan (2019-2023) - Year 4 and 5 Funds

GRANTOR: California Department of Housing and Community Development (HCD)

PROPOSAL DUE DATE: August 19, 2026

AMOUNT AVAILABLE: Fourth- and Fifth-year allocations for single or multiple projects.

Plan Year	Available	Eligible Use	Admin Allocation	Expenditure Deadline
Year 4	$176,304.00	Emergency Housing & Emergency Bridge	$8,542.00	**March 30, 2027**
	$73,460.00	Navigation Center Operations	$3,450.00	**March 30, 2027**
	$29,384.00	Supportive/Case Management Services	$1,200.00	**March 30, 2027**
Year 5	$135,130.80	Emergency Housing & Emergency Bridge	$5,431.76	**March 30, 2028**
	$56,304.50	Navigation Center Operations	$2,365.44	**March 30, 2028**
	$22,521.80	Supportive/Case Management Services	$963.70	**March 30, 2028**
	$493,105.10		**$21,952.90**	

ADMINISTRATIVE ALLOWANCE: N/A

TIME PERIOD FOR CONTRACT: Six-month grant term for Year 4 funding and 18-month grant term for Year 5 funding for Emergency or Bridge Housing shelter operations, Navigation Center operations, and/or Supportive/Case Management Services for Permanent Supportive Housing Programs.

IMPORTANT DOCUMENTS:

Please read the following document located at: https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation

- Notice of Funding Announcement: Applicants must ensure that program design meets the 2024 HCD NOFA
- Permanent Local Housing Allocation Final Guidelines
- City of Porterville Permanent Local Housing Allocation Five-Year Plan (2019-2023): https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php

OBJECTIVE: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately $195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This is the 3rd year NOFA funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2021, pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The City of Porterville, as an Entitlement Local government, applied and received 2022 and 2023 formula allocation of PLHA funds in the amount of $519,058 for the following eligible activities. The PLHA five-year formula allocation amount is $1,980,827. PLHA funds must be used to carry out one or more of the eligible activities:

1. Provide operating costs for emergency shelters and/or bridge housing programs.
2. Provide operating costs for navigation centers
3. Supportive/Case Management Services for Permanent Supportive Housing

II. ELIGIBLE APPLICANTS

Nonprofit organizations are eligible to apply that can demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described.

III. LOCAL CRITERIA

The recipient or sub-recipient must participate with local priority systems that are in place to include the following; HMIS for data collection, Coordinated Entry System (CES), and project must be financially feasible. Additionally, the activities funded must take place in the city limits of Porterville.

IV. ELIGIBLE ACTIVITY

The applicant may apply for funding for one or more of the eligible activities.

OPERATING COSTS FOR EMERGENCY SHELTERS AND/OR BRIDGE HOUSING PROGRAMS.

PLHA funds can be used for operating costs needed to run an emergency shelter and/or operating costs for a bridge housing beds, leading to permanent housing. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available.

PERMANENT HOUSING PROGRAMS: SUPPORTIVE/CASE MANAGEMENT FOR PERMANENT SUPPORTIVE HOUSING PROGRAMS (PSH)

Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of stay. PLHA funds may be used for the provision of supportive/case management services. PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services designed to meet the needs of the program participants must be made available to the program participants. Placement or retention in housing must not be conditional upon participation in such services.

PSH Targets Chronically Homeless Individuals

To be eligible, proposed PSH projects must target chronically homeless individuals, as defined by HUD.

PSH is Low-barrier and Follows HUD Housing First Approach

To be eligible, proposed PSH projects must be low-barrier and follow the HUD Housing First Approach.

V. GENERAL ELIGIBILITY CRITERIA

Applicants must meet the minimum general eligibility criteria described below:

- Activities must take place in the City limits of Porterville
- Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, or Veteran's discharge status.
- Applicants must agree to use the CoC's CES as the sole referral source for each program component. The CES is the central access and referral point for all homeless individuals seeking housing in City of Porterville. This system will identify the most appropriate housing options while also prioritizing the most vulnerable individuals for placement into permanent housing. The system will then maintain a steady flow of referrals to all available housing options. To ensure these individuals have appropriate access to the program components, a project may need to modify its entrance criteria or use reasonable accommodation to admit tenants who would otherwise not be able to apply. By agreeing to use the coordinated entry system as the sole referral source, applicants agree to make reasonable accommodation to accept the referrals.
- Applicants must agree to operate projects under the "Housing First" model, meaning prospective tenants are not required to agree to participate in services prior to entering the housing nor can service participation be a requirement of tenancy. Tenants can be required to adhere to a standard market lease, and their tenancy should be supported by eviction prevention strategies, including the engagement of services as appropriate.
- Multiple organizations may apply as a collaborative or joint venture; however, a lead entity must be designated.
- Organizations must be able to demonstrate capacity to start operations within 90 days of contract award.

- Organizations must have adequate financial capacity to perform proposed operations on a reimbursement basis
- Organizations must submit reports and invoices in a timely manner.

VI. APPLICATION SUBMISSION REQUIREMENTS

APPLICATION PROCESS

Applications from this Request for Proposals (RFP) from Qualified Agencies will be accepted beginning Friday, July 24, 2026, through Wednesday, August 19, 2026. Agencies funded as a result of this RFP are expected to execute contracts with the City of Porterville by September 11, 2026, and begin program operations no later than 30 days from contract execution.

Respondents shall submit a complete RFP application, (including all attachments), to:

All proposals must be submitted in PDF format electronically to the City of Porterville, via the Public Purchase website, www.publicpurchase.com, or via email to housing@ci.porterville.ca.us and titled "RFP No. 26/27-____ Permanent Local Housing Allocation (PHLA) Third Year Funding of 2019-2023 Five Year Plan – Unsubscribed Funds".

The City will review and evaluate each qualification and proposal submission. The City reserves the right to obtain clarification or request additional information, including an interview. If an interview is required, they will be scheduled for August 25, 2026 (tentative). Proposals will be evaluated and ranked according to the following criteria:

Criteria	Points
Understanding of the project and scope of services	40
Experience in the disciples directly relevant to the project and scope of services	30
Proposed budget and fee structure	30

Following an evaluation of the proposals, it is expected that the selected agency(ies) will be recommended to the City Council for approval at its meeting on September 1, 2026. If approved by the City Council, a subrecipient agreement will be executed between the City of Porterville and the selected agency(ies).

The City of Porterville, as a unit of local government, reserves the right to reject any and/or all proposals, reserve the right to waive any formalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the City of Porterville. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

APPLICATION FORMAT

The submitted proposals should contain the following components:

- Applicant Information Form (Attachment A)
- Project Narrative
    - Program Description and Design
    - Management of Program
    - Fiscal Management
    - Diversity and Multicultural Competency
- Estimated Spending Plan and Revenue Summary Form (Attachment B)

APPLICANT INFORMATION FORM

See form in Attachment A.

PROJECT NARRATIVE

1. Program Description and Design (Limit your response to 3 pages)
    a. Program Description
        i. Provide a short, one or two sentence explanation of the purpose of this program and what the funds will be used on.
        ii. Explain why the program is needed.
    b. Provide a detailed description of your entire proposal as below:
        i. Describe the scope of the project, including the number of households that will be served annually, the program services and financial assistance that will be offered to address housing and supportive service needs. Detail the program activities under this service model and how each one will help to achieve one or more of the eligible activities listed in the City of Porterville's PLHA Five-Year Plan.
        ii. Describe annual outcomes the project expects to accomplish throughout the grant period.
        iii. Describe how program services and/or other resources within your agency will be used to quickly reduce housing barriers and quickly engage participants in successfully maintaining housing stability.
        iv. Describe how your project will achieve geographic dispersion and client choice in offering housing placements throughout the City of Porterville.
        v. Describe the project timeline for program start-up, hiring staff, and achieving fully operational status.
        vi. If the applicant is partnering with another organization to provide housing and/or services to project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
        vii. Describe how you intend to measure program effectiveness in terms of outcomes to be achieved.
    c. Participants

Describe your agency's experience in the past two years providing services to persons who are experiencing homelessness or at risk of homelessness.

i. Describe how you determined the number of clients to be served with the funding requested in this application.
ii. Describe the population(s) you intend to serve. Explain how the target population is identified, qualified and monitored. How will the project link populations to units of non-time limited housing?

d. Personnel
   i. Describe the overall staffing plan to accomplish activities in the proposed program, including project leadership, reporting responsibilities, and daily program operations.

e. Collaboration/Coordination
   Describe any formal or informal coordination, partnerships, or collaborations with other organizations proposed in this application.
   i. Will the proposed program use subrecipients and/or subcontractors? If yes, please list each partner agency, describe their role as either a subrecipient or contractor, describe what services and the frequency of services that will be offered by the partner agency, and provide a brief description of the partner agency's experience providing homelessness services.
   ii. Describe the organization's ability to collect data electronically and your agency's plan to participate in HMIS and/or Coordinated Entry.

2. Fiscal Management (Limit your response to one page)
   a. Please outline the organization's initial program budget, including the availability of other revenue sources. Complete the Estimated Spending Plan and Revenue Summary Form (Attachment B). If the sections do not apply to your program type, or you are not requesting funds, please enter $0 or N/A. **Do not leave sections blank**.
   b. As part of the organization's initial program budget, please identify all personnel who will provide direct or indirect support of the organization's proposed services. Include each position title, the number of staff positions within each position title, and the number of Full Time Equivalents (FTEs) within each position title category. Identify additional fund source(s) that pays for each staff member's salary. These positions should be the same as those listed in the Personnel section of the proposal.
   c. Describe how the organization will assure the proper use and safeguarding of public funds and experience using government funds. Does your organization have policies and procedures regarding the financial operations of the organization? Have recent reviews or audits of the organization by a certified public accountant or other financial professional identified any weaknesses in the organization's financial internal controls? If so, please provide the written report identifying the weaknesses and describe how the organization has responded to correct weaknesses.

d. Describe the organizations overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget.
e. Provide copies of the last single audit and 990 filed

3. Diversity and Multicultural Competency (Limit your response to one page)
   Cultural Competency is defined as:
   - Having a defined set of values and principles, and demonstrating behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations; and
   - Having the capacity to 1.) value diversity, 2.) conduct self-assessment, 3.) manage the dynamics of difference, 4.) acquire institutional knowledge, and 5.) adapt to diversity and the cultural contexts of the communities being served; and
   - Incorporating the above in all aspects of policy making, administration, practice, service delivery and involving consumers and key stakeholders.

   a. Explain your agency's philosophy and the specific efforts that are in place to assure that this project will be culturally competent and linguistically accessible for the population that will be served. Be sure to include the following information in your response:
      i. Based on your understanding of the target population and subpopulation(s), describe how your project will be culturally relevant, sensitive, and linguistically accessible for the individuals or households that will be served, including efforts related to staffing, outreach and service design (i.e., how the project will help reduce barriers to housing and services for individuals of color and those households for whom English is not the primary language);
      ii. Describe how the ethno-cultural backgrounds of your project staff and agency board reflect that of the identified population to be served and/or how your agency is working to broaden staff and board diversity and knowledge around cultural competency; and
      iii. Describe any means or efforts that are in place to assess the cultural competency of your organization and make changes accordingly.

ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM
See Attachment B – Proposed Budget Form

VII. RESPONSIVENESS

All proposals will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City of Porterville also reserves the right at its sole discretion to waive minor administrative irregularities.

ATTACHMENTS

Attachment A – Applicant Information Form

1. Project title:
2. Project location:
3. Number of households served on a given day: ___ Number of households served annually:
4. Number of individuals served on a given day: ___ Number of Individuals served annually:
5. a. This project is specifically designed to serve the following population: (Please be very specific and check only those that apply) ☐ Homeless single adults ☐ Homeless families with children ☐ Homeless young adults (ages 18 - 25) 5. b. This project is specifically designed to serve the following subpopulation: (Please check all that apply) ☐ Homeless households living on the streets ☐ Homeless households living in shelters ☐ Homeless households living in transitional housing ☐ Persons who are chronically homeless ☐ Persons with serious mental illness ☐ Persons with significant drug/alcohol addictions ☐ Persons with chronic medical condition(s) ☐ Persons exiting the foster care system ☐ Persons exiting criminal justice facilities ☐ Persons exiting mental health or psychiatric inpatient facilities ☐ Persons exiting residential chemical dependency treatment facilities
6. DUNS Number:
7. Federal Tax ID Number:
8. Contact Information for Project Applicant: Lead Applicant Agency: _____

Agency Mailing Address:_____

Total Annual Agency Operating Budget (for all activities of the applicant agency from all sources):

_____

	Executive Director	Program Manager	HMIS Data Manager	Finance/Bookkeeper
Name				
Title				
Address (if different mailing then above)				
Phone				
FAX				
Email				

9. Applicant Type

__ Nonprofit organization

10. Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the applicant, as applicable.

11. Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

ATTACHMENT B – Proposal Summary

PLHA YEAR 4 RFP- Proposed Budget

Please complete each category for each year you are requesting funding, proposed eligible uses are examples and can be modified. For questions on eligible uses beyond what is listed please email through the public purchase website. www.publicpurchase.com

Funding Requested

Year 4	Project Type	Amount Available	Proposed Eligible Use	Amount
Expenditure Deadline March 30, 2027	Emergency Housing & Emergency Bridge Housing Operations	$ 176,304.00	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration	$ 8,542.00		
	Navigation Center Operations	$ 73,460.00	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration (PSH)	$ 3,450.00		
	Supportive/Case Mgt Services	$ 29,384.00	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration (PSH)	$ 1,200.00		
	Total Project Available	$ 279,148.00	Total Program Request	
	Total Admin Available	$ 13,192.00	Total Admin Request	
	Total Available	$ 292,340.00		

PLHA YEAR 5 RFP- Proposed Budget

Please complete each category for each year you are requesting funding, proposed eligible uses are examples and can be modified. For questions on eligible uses beyond what is listed please email through the public purchase website. www.publicpurchase.com

Funding Requested

Year 5	Project Type	Amount Available	Proposed Eligible Use	Amount
Expenditure Deadline March 30, 2028	Emergency Housing & Emergency Bridge Housing Operations	$ 135,130.80	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration	$ 5,431.76		
	Navigation Center Operations	$ 56,304.50	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration (PSH)	$ 2,365.44		
	Supportive/Case Mgt Services	$ 22,521.80	Salary & Wages	
			Fringe	
			Cost related to provision of services (i.e. space costs, utilities, office expenses, supplies and materials)	
	Administration (PSH)	$ 963.70		
	Total Project Available	$ 213,957.10	Total Program Request	
	Total Admin Available	$ 8,760.90	Total Admin Request	
	Total Available	$ 222,718.00		

SUBJECT: Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services

SOURCE: Planning and Engineering

COMMENT: The City periodically acquires real property and easements for transportation, utility, and other public infrastructure projects included within the Capital Improvement Program. Many of these projects require specialized right-of-way, appraisal, acquisition, and relocation services that cannot be efficiently performed with existing City staff. Accordingly, the City maintains on-call consultant contracts to provide these specialized services on an as-needed basis.

Pursuant to City Council Resolution No. 13-2018, consultant contracts involving state or federal funding are procured in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual. These procedures utilize qualifications-based selection consistent with the Brooks Act and applicable provisions of the California Government Code governing professional services.

Since 2023, the City has maintained on-call contracts with six qualified consulting firms to provide right-of-way and appraisal services. Because these on-call contracts may not exceed five (5) years in duration, staff is requesting authorization to distribute a new Request for Qualifications (RFQ) to establish an updated pool of qualified consultants.

The requested services may include appraisal reports, appraisal review, acquisition and negotiation services, relocation assistance, property acquisition documents, and other professional services necessary to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, state eminent domain law, and Caltrans Local Assistance Procedures and Right of Way Manual requirements for state and federally funded projects. Consultants must possess the appropriate licenses, qualifications, and experience necessary to perform these specialized services.

Establishing an updated list of qualified consultants will allow the City to efficiently procure specialized right-of-way and appraisal services as Capital Improvement Program projects are initiated while maintaining compliance

with applicable federal and state procurement requirements.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications (RFQ) for on-call right-of-way and appraisal consulting services.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

REQUEST FOR QUALIFICATIONS

On-Call Right of Way and Appraisal Services

PREPARED BY:
DEPARTMENT OF PLANNING AND ENGINEERING
JULY 2026

APPROVED BY:

_____
Planning and Engineering Director

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as ''CITY'') is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call right of way and appraisal services for multiple Capital Improvement Projects through task orders on an as-needed basis.

The services to be rendered would consist of, but not be limited to, the preparation of appraisal and acquisition documents and other related items as necessary to comply with the Uniform Act, and would be utilized on a number of projects identified in the City's Capital Improvement Plan that require specialization outside the scope that the Department is able to perform with its own staff.

Although the Planning and Engineering Director or designee will review the consultant's work, the selected consultant must have substantial working knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain law, and possess appropriate appraisal licenses in accordance to the degree, complexity and value of the appraisal required.

Lastly, in response to increased regulatory guidance from Caltrans for state and federally funded transportation projects, consultants must possess the ability to prepare all documents in a manner compliant with Caltrans' Local Agency Procedures and Right of Way Manuals.

II EXAMINATION OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS:

By submitting a SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this Request for Qualifications (RFQ) will be made by written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

Submissions to this RFQ must be in the form of a "response package" and shall be received by the City of Porterville by 4:00 p.m., on Friday, September 18, 2026, via the Public Purchase website.

The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:
1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the statement entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative, "project manager" and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's project manager shall remain in responsible charge for the duration of the project. Should the CONSULTANT's project manager be unable to continue with the project, the CONSULTANT's alternate shall become the project manager. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Clayton Dignam, Acting Planning and Engineering Director, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

1. Full liability under Worker's Compensation laws of the State of California
2. Bodily injury and property damage insurance in the amount not less than Two Million Dollars ($2,000,000) per occurrence; and
3. Errors and Omissions insurance of Two Million Dollars ($2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible; and

4. Automotive liability in the amount not less than Two Million Dollars ($2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis. In addition, contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

XIII SOQ EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

A. Firm(s) experience with similar projects;
B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
C. Firm(s) understanding of the project requirements;
D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
E. Firm(s) policy in providing Equal Employment Opportunity; and

F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for the week of October 5, 2026. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTs shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTs desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTs is expected to be presented at the City Council meeting scheduled for Tuesday, October 20, 2026. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

A. All items of work required for completion of the projects to result from this RFQ shall be

paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

B. lf the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.

C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. *Firm Experience:*

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.

2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. *Consultant Team:*

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.

2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.

3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. *SOQ Format:*

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes. Cover letters will be counted as part of the twenty pages.

2. SOQs should include, but not be limited to, the following:
   a. Page numbering;
   b. Table of Contents, if applicable;
   c. Identification of offering firms, including name, address, and telephone number of each firm;
   d. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
   e. Acknowledgment of receipt of RFQ addenda, if any;
   f. Concise, complete response to the technical aspects requested in the "Right of Way Consultant Qualifications and Selection Criteria"; and
   g. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CONSULTANT SELECTION RATING FORM Project Name: Property Acquisition ROW Consultant		FIRM						
Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	Score	Score	Score	Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.	0-10							
b. Recent experience in projects comparable to the proposed	0-10							
c. Firm's reputation for professional integrity and competence.	0-5							
d. Key personnel's professional background and caliber.	0-10							
e. Adequate qualified personnel available for assignment to the	0-5							
f. Recent experience in specialized areas of expertise associated with the project.	0-5							
g. Demonstrated ability to meet schedules or deadlines.	0-10							
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7							
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10							
j. Quality of project previously undertaken.	0-10							
k. Familiarity with and proximity to the geographic location of the	0-5							
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3							
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5							
n. Degree of interest shown in undertaking the project.	0-3							
o. Evidence that consultant is an equal opportunity employer.	0-2							
TOTAL SCORE:	Maximum Points Possible = 100							
Total Ranking Value of all Evaluators:								
FINAL RANKING:								

DRAFT ON-CALL CONSULTANT SERVICE AGREEMENT

DATE: _____

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and _____, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: On-Call Right of Way and Appraisal Consultant Services

Description of Project: Provide on-call right of way and appraisal consulting services with [insert consultant name here], and their approved sub-consultants. Work will be defined on a task order basis per project. Task Orders will include project specific scope, schedule, and fee.

AGREEMENTS: IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide services and materials as defined in task orders approved through the term of this contract, based on qualifications defined in Exhibit A, Statement of Qualifications for On-Call Right of Way and Appraisal Services, as provided by CONSULTANT in connection with the above-described project.

SECTION 2. PAYMENT:

Progress payment requests shall be *itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and* submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

In consideration for said services and materials, CITY shall pay CONSULTANT on an hourly basis as defined in future task orders and detailed in Exhibit B (Rate Schedule). Direct costs such as travel, postage, printing, etc. will be specifically identified in the cost estimate independent of the hourly rates. In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of a given task order and all work directives shall be completed in a timely manner. This contract will be in effect for three (3) years from November 9, 2026. This contract can be extended for one (1) year after the expiration date, upon mutual written agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT agrees that it will rely on its own findings and research to perform the services required under this agreement and will not rely solely upon opinions or representations of CITY unless CITY is the only available source of said information. CONSULTANT shall become familiar enough with project details to independently perform its services in conformance with the normal standard of care for such projects.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license.

SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

i. Full liability under Worker’s Compensation laws of the State of California
ii. Bodily injury and property damage insurance in the amount not less than Two Million Dollars ($2,000,000) per occurrence; and
iii. Errors and Omissions insurance of Two Million Dollars ($2,000,000) minimum per claim and in the aggregate; and if deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible or a financial guarantee of CONSULTANT'S agreement to satisfy the deductible; and
iv. Automotive liability in the amount not less than Two Million Dollars ($2,000,000) per occurrence; fully protecting CITY, its elected and

appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

SECTION 7. INDEMNIFICATION:

Indemnity for Professional Liability: To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all third party liability (including liability for losses, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent of CONSULTANT'S (and its Sub- Consultants) negligence, recklessness, or willful misconduct in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

Indemnity for Other than Professional Liability: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent it arises out of the Consultant's negligence or willful misconduct in performance of this Agreement by CONSULTANT for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

SECTION 8. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use as expressly defined in the Scope of Services.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any

use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received form CONSULTANT written consent for such changes.

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that all work will be performed by CONSULTANT or CITY approved sub-consultant. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others. Further, the principals involved and identified in the proposal are integral to the performance of the scope of services and shall not change or be replaced without first obtaining prior written approval from the City of a replacement(s) in the completion of the work effort. CONSULTANT must request and receive written approval from the CITY of any and all sub-consultants intended for any project, prior to commencement of work on the project, and said approval can be withheld for any reason.

As sub-consultants, the sub-consultants will obtain and maintain an active City business license.

SECTION 10. PROHIBITON OF DISCRIMINATION/COMPLIANCE WITH ALL LAWS:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law. CONSULTANT agrees that it will comply with all Federal, State and local laws and regulations at all times and in the performance of this agreement.

SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other

conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 12. TERMINATION:

This contract may be terminated by either party for just cause by giving thirty (30) days written notice by either party. “Just cause” shall mean any breach of a term or condition of this Agreement, and a failure by the other party to cure the breach within that thirty-day notice period, or a reasonable longer period of time if mutually agreed upon by the parties. Notwithstanding the notice period above, the City may cancel the contract upon five (5) days written notice in the event of nonperformance by Contractor. “Nonperformance” by the contractor, shall include but not be limited to repeated lack of response or attention to responsibilities and/or directions and requests of City, or a violation of law or regulations by CONSULTANT, and shall be considered adequate cause for termination of contract under the shortened time period and/or withholding of funds to contractor which City must pay to third party or parties to correct deficiencies due to lack of performance as determined by City. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed.

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS’ FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California, and venue for any such action is Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

SECTION 17. DISPUTE RESOLUTION:

In an effort to resolve any conflicts that arise during or following completion of the Contract, the CITY and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE	CONSULTANT
By: _____	By: _____
Date: _____	Date: _____

Scope of Services as Attachment "A"

(Scope of Services shall identify the project specifics as well as duration of the project or the duration of the contract. For example, lab services shall include page identifying charges for specific tests as well as hourly rates for personnel. The scope shall also include any potential/optional extensions of this contract).

SUBJECT: Authorization to Redistribute a Request for Qualifications (RFQ) for Escrow and Title Services and Extension of the Existing Agreement with First American Title

SOURCE: Planning and Engineering

COMMENT: The City utilizes on-call escrow and title services to support right-of-way acquisition, easement acquisition, property purchases, and other real property transactions associated with public improvement projects and other City initiatives. Maintaining an on-call consultant ensures these specialized services remain available as projects arise.

On April 7, 2026, the City Council authorized staff to advertise a Request for Qualifications (RFQ) for on-call escrow and title services. The RFQ was subsequently advertised in accordance with the City's procurement requirements; however, no Statements of Qualifications were received by the submittal deadline. Staff is therefore requesting authorization to redistribute the RFQ and provide additional outreach, including republication in the local newspaper, to encourage broader participation by qualified firms.

The City's current Professional Services Agreement with First American Title is scheduled to expire in mid-August 2026. Because the RFQ process cannot be completed before the current agreement expires, staff recommends extending the existing agreement until the City Council awards a new agreement following completion of the competitive selection process. The existing agreement authorizes extension by mutual agreement of the parties, allowing uninterrupted access to escrow and title services while the City completes the procurement process.

Services provided under the agreement are authorized on a task-order basis as individual projects arise. Funding for escrow and title services will be provided through the applicable Capital Improvement Program project budgets or other departmental operating budgets utilizing these services.

RECOMMENDATION: That the City Council:

1. Authorize staff to redistribute the Request for Qualifications (RFQ) for on-call escrow and title services; and

2. Approve the extension of the existing Professional Services Agreement with First American Title until the City Council awards a new agreement following completion of the RFQ process.

ATTACHMENTS:

1. RFQ for On-Call Escrow and Title Services
2. Agreement with First American

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

REQUEST FOR QUALIFICATIONS FOR ESCROW AND TITLE SERVICES. RFQ No. 26/27-SR____

The City of Porterville, (hereinafter "City") is initiating this Request for Qualifications (RFQ) to solicit responses from qualified firms interested in providing preliminary and other title reports, escrow services, title insurance and other title related services as required to assist staff in the purchase of properties. The required services described in the attached RFQ will be performed upon request by the City as projects are initiated.

Submittal: One PDF version must be received via the Public Purchase website by: **5:00 p.m., Friday, August 21, 2026**

Addressed to:
Planning and Engineering Department
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: Luisa Zavala

Email Subject: RFQ No. 26/27-SR_____ Escrow and Title Services

Late or incomplete submittals will not be accepted and will be automatically disqualified from further consideration. All response packages and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:
RFQ documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, https://www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Questions regarding this project are due no later than Monday, August 17, 2026

The City of Porterville is an Equal Opportunity Employer.

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR
ON-CALL ESCROW AND TITLE SERVICES

I. INTRODUCTION

The City of Porterville has need of a consultant or firm to provide escrow and title services when right-of- way or property acquisition is necessary to complete certain projects. These tasks are a specialty that are not within the current capacity of City staff. Subject projects may be privately initiated by a seller approaching the City, or in response to a need for right-of-way to complete a public improvement project. Although the consultant's work will include involvement by the Planning and Engineering Director or designated staff, independent initiative and responsiveness are integral to the success of the contract and each project addressed under the contract. Other services typically rendered by the selected firm may also be utilized during the course of this agreement.

II. SCOPE OF ESCROW AND TITLE SERVICES

The consultant will respond directly to the Planning and Engineering Director or his designee on a particular project. The selected consultant will perform, but not be limited to, the following tasks:

1. Preliminary and Other Title Reports - Use of e-Pre is preferred, with a supplemental pdf or hard copy of a preliminary title report. Cost per report will be set for the term of the contract, and where title insurance is required, the cost of the preliminary title report will be credited towards the policy premium.

2. Escrow Services

3. Property Profiles

4. Document Preparation and Recordation

5. For complicated projects, coordinate regularly with City staff and other parties as needed.

6. Title Production

7. Title Guarantees

8. Provide other consulting services as available through the selected firm.

9. Other Requirements:

a) The selected firm will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

General Liability (bodily injury and property damage)*
Professional Liability (errors and omissions)*
Automobile Liability*
Workers Compensation Statutory Limits

*All must provide a combined single limit (CSL) of not less than $2 million per occurrence.

The General Liability is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

b) The selected consultant/firm shall indemnify and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses caused in whole or in part by any negligent act or omission of the firm, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct by the City.

c) Labor and material proposals submitted on this form shall be subject to the provisions of Section 1700, California Labor Code, as specified by Section 3700, California Labor Code, which requires Workers' Compensation insurance to be provided by the selected consultant/firm.

d) Workers' Compensation policy(ies) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.

e) The firm and its employees are independent contractors and not employees of the City of Porterville. The firm and/or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees.

f) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

g) Endorsements are to be received and approved by the City before work commences.

h) The successful consultant/firm shall obtain a City of Porterville business license. Fee is based on gross receipts for all business transactions in the city of Porterville. For information, contact the Business License clerk at (559) 782-7457.

i) A service contract will be provided by the City to the selected contractor.

j) All work performed by the consultant under this contract shall be under the ownership of the City of Porterville.

k) All work performed under this contract shall be researched, prepared and executed in a professional and competent manner for which the consultant will be responsible.

l) In accordance with City of Porterville and Caltrans policy, disadvantaged business enterprises (DBE), including qualified small minority and woman-owned firms, are encouraged to submit a proposal or otherwise participate in the completion of the work covered by this request. No DBE participation goals have been established for this project.

m) The employee(s) identified in the response as performing the duties under this contract shall not be replaced without the prior written approval of the Planning and Engineering Director of the City of Porterville.

III. PERIOD OF PERFORMANCE

If selected, the City will provide a Service Contract for five (5) years following the date of the signed service agreement. Failure of a respondent to accept this obligation will result in the cancellation of the contract award. The contract may be extended by mutual agreement. Upon contract renewal, the cost for services must be agreed upon by both parties. Due to the volume of work needed, the City of Porterville reserves the right to place services, in addition to the services being performed by the selected firm, with other qualified firms.

IV. DESIRABLE QUALIFICATIONS OF THE CONSULTANT

The City is seeking a qualified consultant to provide on-call escrow and title services. The desired consultant shall have the following qualifications:

1. Extensive (a minimum of five years) experience in residential and commercial title and escrow services for governmental agencies in the State of California.

2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.

3. Knowledge of the City of Porterville property acquisition process is highly desirable.

4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.

V. ADDENDA

It is the responsibility of respondents to check the Purchasing Webpage https://www.publicpurchase.com for Addenda or other additional information that may be posted regarding this RFQ.

VI. RESPONSE DATE

All proposals shall be received by the City of Porterville by 5:00 p.m. on the Public Purchase website by Friday, August 21, 2026.

VII. CONTENTS OF STATEMENTS OF QUALIFICATIONS TO BE SUBMITTED TO CITY

Submissions to this RFQ must be in the form of a "response package" containing the response and all required supporting information and documents. Respondents are required to provide all information requested below. In your response, please indicate "N.A." if the statement is not applicable to you.

1. A cover letter, signed by a person authorized to enter into a contract with the City, identifying the contact person and any key personnel. If a joint venture, identify the roles of the partnering organizations.

2. A copy of the firm's State of California license.

3. A list stating the names and addresses of the Underwriters who will provide Title Insurance Commitments and Title Insurance Policies.

4. Provide a resumé of your firm's experience and other factors relevant to the services described in this RFQ. Provide resumes of key staff or job descriptions/minimum requirements for key positions.

5. Provide a statement listing similar contracts (both public and private) relevant to services solicited that have been completed during the last three (3) years, including the firm's previous experience with the City of Porterville and familiarity with the community. The statement must also list any failure or refusal to complete a contract, including details and dates.

6. Prospective consultants shall designate by name the project manager to be employed in this effort. The selected consultant shall not substitute the project manager without prior approval by the Planning and Engineering Director of the City of Porterville.

7. Two (2) letters of verifiable reference (with contact information); and

8. Any relevant addenda which the respondent wishes to submit.

Additionally, the response package shall contain the fees the firm proposes to charge for the services to be provided. Time will be of the essence in completing the services described in relation to this project. It is anticipated that this effort may require significant staff resources at times, particularly for large construction projects requiring acquisition of several properties or easements.

To be considered, providers must submit a complete response to this RFQ using the format required on the Public Purchase website https://www.publicpurchase.com. One original response must be submitted to the City of Porterville's Planning and Engineering Department via Public Purchase's website.

VIII. EVALUATION

The selection process will include an initial screening of the responses by City staff. All qualified written responses will then be evaluated by a selection panel using the attached Exhibit "A" Consultant Selection Rating Form.

The City has the option of conducting oral interviews as part of the evaluation process. If the City opts to conduct interviews to assess respondents' ability to provide the services, the City may elect to interview only the most qualified respondents (based on the qualifications), if the number of responses is high.

The City may also contact and evaluate respondent references; contact any respondent to clarify any response; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The selection panel's recommendation will be transmitted to the City Council for consideration of award based on the following:

1. Completeness of the response;
2. Qualifications met by the firm;
3. Ability to provide an appropriate level of service;
4. References; and
5. Costs

IX. SELECTION

Final selection, based upon the written response (and possibly an interview), is anticipated to be made by the City Council at its meeting on September 15, 2026.

Once the City has selected a firm, contract negotiations will be initiated. If a satisfactory contract (Exhibit "B"), including fees, cannot be negotiated with any firm, the City may, at its sole discretion, terminate negotiations and begin contract negotiations with another firm qualified through the selection process.

X. INQUIRIES REGARDING THIS RFQ

Any inquiries regarding this RFQ or the project described herein should be submitted through the Public Purchase website by no later than Monday, August 17, 2026.

EXHIBIT A

CONSULTANT SELECTION RATING FORM Project Name: On-Call Escrow & Title Services Date: Project Number: Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM Score	FIRM Score	FIRM Score	FIRM Score
a. Completeness of response to RFQ	0-20				
b. Experience & Capability to perform relevant services solicited	0-25				
c. Adequately qualified key personnel available for assignments	0-15				
d. Expected turnaround time for services being sought	0-10				
e. Familiarity with and proximity to the community of Porterville	0-10				
g. Costs of services	0-20				
TOTAL SCORE:	Maximum points possible = 100				
RANKING:					

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
ON-CALL ESCROW AND TITLE SERVICES

DATE: _____

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and _____ hereinafter referred to as "CONSULTANT".

RECITALS: CITY has need of a CONSULTANT to provide escrow and title services when right of way or property acquisition is necessary to complete certain projects. These tasks are a specialty that are not within the current capacity of City staff. Subject projects may be privately initiated by a seller approaching the City, or in response to a need for right of way to complete a public improvement project. Said projects will hereinafter be refer to as "project" and is described as follows:

Project Name:	On-Call Escrow and Title Services
Description of Project:	Provide on-call consulting services. Work will be defined on a task order basis per project. Task Orders will include project specific scope, schedule, and fee. Details are summarized in the Scope of Services as Attachment "A" for On-Call Escrow and Title Services, as provided by CONSULTANT.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

In consideration for said services and materials, CITY shall pay CONSULTANT on an hourly basis as defined in future task orders and detailed in Exhibit B (specifically, Professional Fee Schedule, effective _____. Direct costs such as travel, postage, printing, etc. will be specifically identified in the cost estimate independent of the hourly rates. In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 2. PAYMENT:

Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by in a timely manner. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies. This contract will be in effect for five (5) years from _____. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY.

As an independent contractor, the consultant will obtain and maintain an active City business license.

SECTION 6. INSURANCE REQUIREMENTS:

CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) Full liability under worker's compensation laws of the State of California; and
(ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars ($2,000,000) per occurrence; and
(iii) Errors and Omissions insurance of Two Million Dollars ($2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible; and
(iv) Automotive liability in the amount not less than Two Million Dollars ($2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.

SECTION 7. INDEMNIFICATION:

Indemnity for Professional Liability:
To the fullest extent permitted by law, CONSULTANT shall indemnify, protect, including reimbursement of the reasonable cost to defend and hold harmless CITY and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including reimbursement of reasonable legal consultant's fees and costs but only to the extent the CONSULTANT (and its Sub- Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the CONSULTANT (and its Sub-Consultants) and the CITY in the performance of professional services under this agreement as determined by a court of competent jurisdiction or as agreed upon by the parties in settlement.

Indemnity for Other than Professional Liability:
Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT, except and to the extent such losses are caused by the sole negligence or willful misconduct of the CITY.

SECTION 8. WORKMANSHIP AND MATERIALS:

To the extent that the work required of CONSULTANT includes the preparation of design documents, CONSULTANT shall have a duty to prepare said design documents free from defects. To the extent that work required of CONSULTANT includes the provision of intellectual property to CITY, CONSULTANT warrants that it has ownership of said intellectual property being provided to CITY.

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of projects or on any other project. Any use of the completed

documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received form CONSULTANT written consent for such changes.

SECTION 9. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 10. PROHIBITON OF DISCRIMINATION:

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 11. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code," adopted in accordance with the requirements of the Political Reform Act of 1974. CONSULTANT agrees comply with any and all other conflict of interest laws and regulations, and/or policies adopted by the City.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 12. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 13. ENTIRE CONTRACT AND AMBIGUITIES:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. This Agreement supersedes and takes the place of all prior oral or written representations and agreements between the parties, and constitutes the entire understanding of the parties hereto. No oral statements or prior

written material not specifically incorporated herein shall be of any force or effect. Each party and its legal counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

SECTION 14. ATTORNEYS' FEES:

Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 15. DISPUTES: VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. To the fullest extent permitted by law, each party hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

SECTION 16. WAIVERS:

Any waiver granted by either party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE	CONSULTANT
By: _____ Greg Meister, Mayor	By: _____
Date: _____	Date: _____

Attachment "A"
Scope of Services from RFQ

Attachment “B”
FEE SCHEDULE

PROFESSIONAL SERVICES AGREEMENT
ON-CALL ESCROW AND TITLE SERVICES

DATE: July 21, 2021

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and First American Title, hereinafter referred to as "CONSULTANT."

RECITALS: CITY has need of CONSULTANT to provide escrow and title services when right of way or property acquisition is necessary to complete certain projects. These tasks are a specialty that are not within the current capacity of City staff. Subject projects may be privately initiated by a seller approaching the City, or in response to a need for right of way to complete a public improvement project. Said projects will hereinafter be referred to as "project" is described as follows:

Project Name: On-call Consultant Services

Description of Project: Provide on-call Escrow and Title Services. Work will be defined on a task order basis per project. Task Orders will include project specific scope, schedule, and fee.

AGREEMENTS:

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth, the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES: CONSULTANT hereby agrees to provide services and materials as defined in Exhibit A, Response to Request for Qualifications for On-Call Escrow and Title Services, as provided by CONSULTANT in connection with the above-described project.

SECTION 2. CONTRACT SERVICES: In consideration for services and materials, CITY shall pay CONSULTANT on a monthly basis the percentage of work completed and as detailed in Exhibit B (Fee Schedule). Direct costs such as travel, postage, printing, etc. are all-inclusive in the Professional Fee Schedule. In the event the contract is extended for any period of time, the cost for services must be agreed upon by both parties.

SECTION 3. TIME OF PAYMENT: Progress payment requests shall be itemized, identify the project budget, budget balance and shall reference the completion of tasks associated with the billable hours, and must be submitted by the 25th of each month. CONSULTANT should receive payment within 30 days of the date the bill is received.

SECTION 4. COMPLETION DATE: The services to be performed by CONSULTANT will be commenced upon execution of this contract and all work directives shall be completed in a timely manner. This contract will be in effect for five (5) years. This contract can be extended after the expiration date, upon mutual agreement by both parties.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

SECTION 5. FAMILIARITY WITH PROJECT: CONSULTANT agrees that it will rely on its own findings and research to perform the services required under this agreement and will not rely solely upon opinions or representations of CITY unless CITY is the only available source of said information. CONSULTANT shall become familiar enough with project details to independently perform its services in conformance with the normal standard of care for such projects.

SECTION 6. INDEPENDENT CONTRACTOR: It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) Full liability under worker's compensation laws of the State of California; and

(ii) Bodily injury and property damage insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence; and

(iii) Automotive liability in an amount not less than One Million Dollars ($1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. CONSULTANT agrees to indemnify, defend (at CITY'S election), and hold harmless the CITY against any claims, actions or demands against CITY, and against any damages, liabilities for personal injury or death or for loss or damage to property, or any of them arising out of negligence of CONSULTANT or any of its employees or agents.

(iv) Errors and Omissions insurance of One Million Dollars ($1,000,000) minimum per claim and aggregate. If deductible for Errors and Omissions insurance is Fifty Thousand Dollars ($50,000) or more, the City may require a Surety Bond for the deductible.

As an independent contractor, the consultant will obtain and maintain an active City business license.

SECTION 7. WORKMANSHIP AND MATERIALS: Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this agreement, are not intended or represented to be suitable for reuse by

CITY or others on extensions of projects or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received form CONSULTANT written consent for such changes.

CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 8. ASSIGNMENT OF CONTRACT: It is acknowledged by the parties that CITY has entered into this contract with the express understanding that all work will be performed by CONSULTANT or CITY approved sub-consultant. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others. Further, the principals involved and identified in the proposal are integral to the performance of the scope of services and shall not change or be replaced without first obtaining prior written approval from the City of a replacement(s) in the completion of the work effort. All sub-consultants shall be approved by the City, prior to commencement of work on any project.

SECTION 9. AFFIRMATIVE ACTION. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, marital status, or national origin.

SECTION 10. CONFLICT OF INTEREST CODE: CONSULTANT agrees to comply with the regulations of CITY'S Conflict of Interest Code. Said code is in accordance with the requirements of the Political Reform Act of 1974. The CONSULTANT shall sign and file a City of Porterville Consultant Conflict of Interest Questionnaire with the City Clerk.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 11. TERMINATION: This contract may be terminated by either party for just cause by giving thirty (30) days written notice by either party except that City may cancel contract upon five (5) days written notice in the event of nonperformance or failure to comply with any and all laws and regulations by Contractor. Nonperformance by the contractor or repeated lack of response or attention to responsibilities and/or directions and requests of City shall be considered adequate cause for termination of contract and/or withholding of funds to contractor which City must pay to third party or parties to correct deficiencies due to lack of performance as

determined by City. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed.

SECTION 12. ENTIRE CONTRACT: It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

SECTION 13. DISPUTES; VENUE: If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and to be performed in Tulare County, California. To the fullest extent permitted by law, CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

In an effort to resolve any conflicts that arise during or following completion of the Contract, the CITY and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

291 N Main Street
Porterville, CA 93257
(559) 782-7460

By: _____
Adrian Monte Reyes, Mayor

Date: 8/17/2021

CONSULTANT

First American Title
211 East Caldwell Avenue
Visalia, CA 93277
(559) 635-6821

By: _____
Agency Representative

Date: 8/10/2021

SUBJECT: Approval of Resolution Authorizing Fiscal Year 2025-2026 Regional Surface Transportation Program Exchange Fund Claim

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of Regional Surface Transportation Program (RSTP) Exchange funds through the Tulare County Association of Governments (TCAG). Under the exchange program, federal RSTP funds are exchanged for State Highway Account funds, providing local agencies with greater flexibility to deliver eligible transportation projects.

For Fiscal Year 2025-2026, the City is eligible to receive $436,651 in RSTP Exchange funds. The claim identifies the Cold Mix and Asphalt Concrete Pavement Overlay Program as the eligible project to receive the funding.

To receive these funds, TCAG requires the City Council to adopt a resolution authorizing a designated representative to execute and submit the required claim documents. The attached resolution authorizes the Public Works Director to submit the Fiscal Year 2025-2026 RSTP Exchange Fund Claim and all required documentation to TCAG on behalf of the City.

RECOMMENDATION: That the City Council adopt the Resolution authorizing the submission of the Fiscal Year 2025-2026 Regional Surface Transportation Program Exchange Fund Claim to the Tulare County Association of Governments in the amount of $436,651.

ATTACHMENTS:
1. Draft Resolution
2. Porterville RSTP Claim 2025-2026

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Acting Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. ___-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2025-2026

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2025-2026 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2025-2026 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2026) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2025-2026 for the City of Porterville is $436,651; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2025-2026 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2025-2026 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2025-2026 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Public Works Director to sign the Fiscal Year 2025-2026 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Public Works Director to sign and submit the above-described Fiscal Year 2025-2026 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of $436,651.

PASSED, APPROVED AND ADOPTED this 21st day of July, 2026.

By:_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2025-2026

Claimant: **City of Porterville**

FY2025-2026 Claim Amount: $436,651

Claim Guidelines:
Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:
1. List (print or type**)** each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. **(☒)**
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. **(☒)**

Project	Cost of Project	Air Quality	Exempt
1. Cold mix and AC pavement overlay program	$436,651	☐	☒
2.	$	☐	☐
3.	$	☐	☐
4.	$	☐	☐

Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2025-2026

Claimant: City of Porterville

FY 2025-2026 Claim Amount: $436,651

It is understood by the **City of Porterville** (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

a. For cities, within their Special Gas Tax Street Improvement Fund; or
b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

_____
Signature

_____
Print Name

_____
Title

_____
Date

_____
Executive Director, TCAG

_____
Print Name

SUBJECT: Authorization to Contract with Response Training Group for Tractor-Drawn Aerial Train-the-Trainer Program

SOURCE: Fire

COMMENT: The Porterville Fire Department recently acquired a dedicated training tractor-drawn aerial ladder truck (TDA), commonly referred to as a tiller truck, and is awaiting delivery of its new frontline apparatus. Unlike traditional fire apparatus, TDAs require specialized driving techniques, coordinated operation between the driver and tiller operator, and standardized training to ensure safe and effective operation.

Staff recommends contracting with Response Training Group (RTG), one of a limited number of nationally recognized organizations specializing in tractor-drawn aerial instruction. RTG's curriculum is consistent with National Fire Protection Association (NFPA) 1002 driver/operator standards and includes classroom instruction, driving exercises, instructor development, and comprehensive training resources that will allow the department to establish and sustain a standardized in-house TDA training program.

The proposed four-day, 40-hour Train-the-Trainer program will certify six Porterville Fire Department members as department instructors. These instructors will train current and future operators using the department's recently acquired training tiller before the new frontline apparatus enters service. This training will establish the foundation for the department's long-term tractor-drawn aerial operator training program and create a standardized instructional framework for current and future firefighters. By developing operator proficiency in advance, the department will reduce training-related downtime, protect a significant public safety investment, and place the new apparatus into frontline service more quickly.

Staff recommends procuring these services on a sole-source basis. Response Training Group specializes exclusively in tractor-drawn aerial driver and instructor training and provides a proprietary Train-the-Trainer curriculum specifically designed to establish long-term in-house training programs. Due to the highly specialized nature of this training and the limited number of qualified providers, staff has determined that a competitive solicitation would

not provide a meaningful benefit to the City.

Fiscal Impact

The total cost of the Train-the-Trainer program is $27,263, including instructor fees, travel, lodging, and course materials.

Funding is available through the Fire Department's Instructor Service Agreement (ISA) Training Account. The ISA account is funded through firefighter training reimbursements received under the City's agreement with Fresno City College and is restricted to training-related expenditures. Approval of this request will not increase General Fund expenditures or require the use of additional taxpayer dollars.

RECOMMENDATION: That the City Council authorize the Fire Department to enter into an agreement with Response Training Group (RTG) to provide a Tractor-Drawn Aerial (TDA) Train-the-Trainer Program in an amount not to exceed $27,263, funded through the Fire Department's Instructor Service Agreement (ISA) Training Account.

ATTACHMENTS: 1. RTG TDA Driver Training Proposal – 2026

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

2026

Tractor Drawn Aerial Training

PORTERVILLE FIRE DEPARTMENT

California



RESPONSE TRAINING GROUP

TRACTOR DRAWN AERIAL TRAINING

Tractor-drawn aerials are some of the most exciting, unique apparatus to watch and drive. However, a smooth, safe, effective Driver/Tiller Operator requires an immense amount of training and coordination. The days of "on the job training" should be a way of the past. Allowing personal preference or social customs to dictate how the TDA is driven creates an inconsistent culture, resulting in unsuitable and unsafe institutional driving norms. A formal training program, universal terminology, comprehensive techniques, and driving rodeos need to be part of the learning process.

A skilled tiller operator and driver are essential to an effective fire response. Bringing firefighters to a high level of skill is no easy task and can be a significant challenge. This training identifies the principles, concepts and dynamics of driving and tillering a tractor-drawn aerial. The skills developed during this course will prepare the student to overcome the common pitfalls that tractor-drawn aerial operators encounter. They will be introduced to methods that are essential for a tractor-drawn aerial Driver/Tiller Operator to achieve and maintain proficiency.

The training Objectives are designed to confirm the student's ability to learn and apply Response Training Group's Training techniques. These skills accelerate successful driving habits and, when properly applied, reduce the risk of accident and injury while driving a Tractor Drawn Aerial.

CLASSROOM SESSION:

**All Firefighters that drive or tiller and their officers should participate in the classroom session.*

FUNDAMENTALS-SKILLS: Techniques and principles on how to correctly maneuver a tractor-drawn aerial both forward and backwards are taught. Students are educated on the relationship between the tractor and the trailer and how it is imperative that they work together to be successful. Students will learn and identify the specific responsibilities that are inherent for both driver and tiller operator. Students will leave the classroom session understanding how imperative it is that there is effective teamwork and communication between the driver and tiller operator.

ELEMENTS: It is incumbent upon the student to practice these fundamental skills in order to achieve and maintain proficiency. While several of the concepts introduced in the curriculum appear simple, they can be quite challenging to master. Although attentiveness and professionalism are keys to success, a positive attitude and a relaxed approach are equally important during this training.

CASE STUDIES: Dramatic and powerful examples of past and current accidents are used to illustrate and reinforce the importance of using the skill sets that are taught in this class to prevent future accidents from occurring. The students are given the opportunity to dissect, explore, and break down the origin and cause of these catastrophic incidents. Major and minor accidents that are discussed:

- Raleigh North, Carolina (rollover accident)
- Hyattsville, Maryland (rollover accident)
- Columbus, Ohio (rollover accident)
- Kansas, City Missouri
- Boise, Idaho
- Seattle, Washington

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TABLETOP MODEL: The classroom incorporates an interactive tabletop model that allows the students to visualize the concepts while still in a simulated environment. This atmosphere provides hypothetical scenarios to facilitate group discussion and problem solving. The model is a tangible tool for the student to manipulate and practice the skills; this in turn reinforces what is taught in the curriculum. The facilitator guides the group, maintains focus on the core objectives, and has the opportunity to evaluate the students understanding and knowledge of the concept. The table top exercises encourage students to participate in an interactive format.



TERMINOLOGY: Students will be introduced to terminology and languages that allow all members training to drive a tractor-drawn aerial to communicate using consistent vocabulary. New terminology will be presented as the course gets into advanced skills. Terminology and terms that will be discussed:

- Tillering
- Crabbing
- Tracking
- Neutral
- Over swing
- Over steering
- Chasing
- Pushing
- Jab
- Getting Flat
- Walking the Tractor
- Walking the Trailer

VIDEO: This class incorporates dynamic video examples, including the "Raleigh/Seattle Accident Prevention Video" (developed and produced by our instructors). We use very unique and powerful video angles to demonstrate from both the Driver and Tiller Operator's perspective. These videos illustrate and reinforce the importance of using the skill sets that are learned in this class to prevent future accidents from occurring. The multi-media approach will demonstrate the excellent and inferior tractor-drawn aerial essentials.

ADVANCED TECHNIQUES: Students will be presented with new and advanced concepts that will enhance their skill level and give them the opportunity to challenge their own degree of comfort in these areas.

NFPA 1002: This training addresses NFPA 1002 standards.

LEARNING OBJECTIVES:

- ✓ Tractor-drawn aerial equipment and history
- ✓ Consequences of not using your equipment correctly
- ✓ Communication between driver and tiller operator
- ✓ Responsibilities of Driver/Tiller Operator
- ✓ Maneuvering the tractor-drawn aerial
- ✓ Trail-over and pivot points on tractor-drawn aerials
- ✓ Advance backing techniques
- ✓ Accident case studies



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RODEO SESSION:

The rodeos provide a safe and controlled environment for students to receive massive repetitions to build skills and confidence before entering the real world. The magnitude and importance of building instinctive reflexes when driving these rodeos frees up the student's prefrontal cortex for non-driving/tillering cognitive decision making, which is critical. Training includes five manipulative rodeo-driving courses that consist of:











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INSTRUCTOR EXPERIENCE:



We have been conducting Tractor-Drawn Aerial Driver's Training for many years and have hundreds of hours of instructional experience

- Charlotte, North Carolina
- Wilmington, North Carolina
- Leland, North Carolina
- Winston-Salem, North Carolina
- Asheville, North Carolina
- Cary, North Carolina
- Greenville, North Carolina
- Holly Springs, North Carolina
- Concord, North Carolina
- Charleston, South Carolina
- North Charleston, South Carolina
- Summerville, South Carolina
- Boiling Springs, South Carolina
- Irmo Fire District, South Carolina
- Trinity, South Carolina
- Spartanburg, South Carolina
- Greenwood, South Carolina
- Fairfax County, Virginia
- Richmond, Virginia
- Virginia Beach, Virginia
- Chesapeake, Virginia
- Staunton, Virginia
- Suffolk, Virginia
- Fredericksburg, Virginia
- Henrico, Virginia
- Harrisburg, Pennsylvania
- Longwood, Pennsylvania
- Wilkes-Barre, Pennsylvania
- Palmer, Pennsylvania
- Easton, Pennsylvania
- Cobb County, Georgia
- Pooler, Georgia
- Alpharetta, Georgia
- Westerville, Ohio
- Mifflin Gahanna, Ohio
- Huber Heights, Ohio
- Prince's George Co, Maryland
- Levittown, New York
- Attleboro, Massachusetts
- Irving, Texas
- Woodlands, Texas
- Georgetown, Texas
- Leander, Texas
- Flower Mound, Texas
- Frisco, Texas
- Canyon Lake, Texas
- Bexar County #2, Texas
- Lancaster, Texas
- San Marcos, Texas
- El Paso ESD 1, Texas
- McKinney, Texas
- Carrollton, Texas
- Lake Cities, Texas
- The Colony, Texas
- Jacksonville, Florida
- West Palm Beach, Florida
- Brevard County, Florida
- Sarasota County, Florida
- Winter Park, Florida
- Fort Myers, Florida
- Newark, Delaware
- Tuscaloosa, Alabama
- Hoover, Alabama
- Auburn, Alabama
- Knoxville, Tennessee
- Mt. Juliet, Tennessee
- West Des Moines, Iowa
- Madison, Wisconsin
- Westfield, Indiana
- Williston, North Dakota
- Ogden, Utah
- Pocatello, Idaho
- Fayetteville, Arkansas
- San Diego, California
- Vallejo, California
- Moraga-Orinda, California
- Salinas, California
- Tracy, California
- Livermore, California
- Modesto, California
- Merced, California
- Santa Maria, California
- Santa Clara County, California
- Santa Clara City, California
- Richmond, California
- 5 Cities Fire Authority, California
- Woodland, California
- Lawrence, Kansas
- Shawnee, Kansas
- Quebec, Canada
- Anchorage, Alaska
- Tualatin Valley Fire, Oregon
- Clackamas, Oregon
- Gresham, Oregon
- Eastside Fire & Rescue, Washington
- Olympia, Washington
- Yakima, Washington
- Kent, Washington
- Central Pierce, Washington
- South County, Washington
- Snohomish Co District #7 WA
- Snohomish Co District #4 WA
- Clark County District #6 WA
- Spokane Valley, WA
- East Pierce Fire, Washington
- Woodinville, Washington
- VRFA, Washington
- Seattle, Washington

Our instructors also developed and produced the "Raleigh/Seattle Accident Prevention" video.
View Video here: https://www.youtube.com/watch?v=OgM2e7VTEGY

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RESPONSE TRAINING GROUP WILL PROVIDE THE FOLLOWING FOR PORTERVILLE FIRE DEPARTMENT:

- Two Response Training Group instructors
- 40-hour tractor drawn aerial driver training
- Tractor drawn aerial classroom curriculum
- Instructor rodeo teaching notes
- Instructor street drive teaching notes
- Driving performance requirement check-off
- 5 driving rodeo courses including a 25 page how to set-up template
- Tabletop trainer template
- Recommended hours of training document
- Each student will receive a 40-hour certificate of completion

PORTERVILLE FIRE DEPARTMENT WILL PROVIDE:

- Area large enough to accommodate the rodeo courses (see rodeo course document for dimensions)
- Classroom with AV equipment
- Tractor-Drawn Aerial
- Marking paint
- Cones and delineators



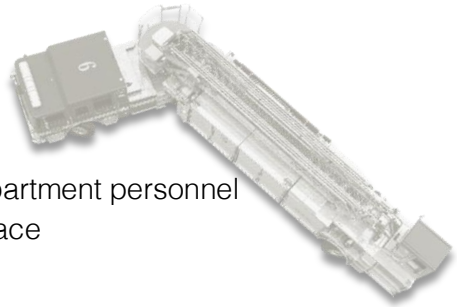
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TRAINING DAYS

DAY 1

CLASSROOM SESSION, PLUS RODEO SET-UP

- All members within the Porterville Fire Department are invited to participate in the classroom session
- Classroom session is 6 hours in length



SET-UP OF RODEOS

- Who: Response Training Group members and Porterville Fire Department personnel
- Where: On the drill court or other locations where driving takes place
- Tractor-drawn aerial is required for the rodeo set-up

Rodeo schematics and measurements will be provided to Porterville Fire Department prior to Response Training Group's arrival. Every attempt should be made for the department to begin the set-up process of the rodeos. This will maximize the amount of time for instruction. Response Training Group instructors will verify the correctness and drivability of all courses with Porterville Fire Department's tractor-drawn aerial.

DAY 2

TRAIN-THE-TRAINER MODULE ON THE DRILL COURT

- Six selected members with the Porterville Fire Department learn to drive our rodeos with their Tractor Drawn Aerial and go through a Train-the-Trainer.
- The rodeo courses are designed to reinforce the curriculum taught during Day One.
- Driving the rodeos requires the members to repetitively steer and maneuver the Tractor Drawn Aerial, safely in a controlled artificial environment, building critical muscle memory.
- Rodeos permit the members to gain experience and build confidence.

DAY 3

TRAIN-THE-TRAINER MODULE ON THE ROAD

- Six selected members with the Porterville Fire Department learn how to drive on the road under the guidance of Response Training Group instructors.
- Members will learn how to effectively use what was taught in the classroom and on the drill court and will apply these principles to the road. This will allow them to practice new skill sets, gain invaluable experience and improve their technique.
- While on the road, members are learning and building proper techniques to train new students.



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Training Group

DAY 4

TRAIN-THE-TRAINER TEACH-BACK SESSION

- Learn how to instruct students on the rodeos. The teach-back session is critical when building a strong & effective instructors' cadre. Verifying that your instructors have a solid foundation is essential for the future of your TDA program.
- Members will participate in a teach-back session where the Response Training Group instructors will become the students and the Train-the-Trainer members will teach to the Response Training Group instructors. This is a vital component to the training. The teach-back verifies that the Train-the-Trainer members are able to identify the problems that occur with new students (Response Training Group instructors) and properly correct the problem with the appropriate instruction. The teach-back session allows the Response Training Group instructors to quickly evaluate the Train-the-Trainer members on their effective teaching style, instruction, and understanding of the curriculum.
- Response Training Group instructors will demonstrate how to identify and safely correct common problems that occur while training new members.
- Members will be coached on their teaching style and interaction with students.

Training estimate: Two instructors including all lodging, travel expenses and training.
TOTAL COST: $27,263.00

RESPONSE TRAINING GROUP

For questions, please contact:
Steve Crothers
(206) 947-8900
Steve@responsetraininggroup.com

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RALEIGH VIDEO STORY

Fire Apparatus Rollover Accident Leads to Cooperative Safety Video Between Raleigh (NC) and Seattle (WA) Fire Department.

On July 10h 2009, the Raleigh (NC) Fire Department's tractor drawn aerial (TDA) was involved in an accident while responding. The apparatus overturned while negotiating a corner during the response. Three of the members received non-life-threatening injuries; the apparatus was a total loss. The accident itself was a significant incident; but what made it even more dramatic was the fact it was captured on video from two different camera angles.

During this same time frame, we in the Seattle (WA) Fire Department were in the process of modifying our TDA training program. Seeing the importance of these powerful videos as an invaluable training resource, we made the decision to incorporate them into our training program. We contacted the Raleigh Fire Department to learn more about the accident and to verify facts. A dialog was started between our departments, and during the next year we had many conversations about concepts, techniques, and the driving dynamics of a TDA. Their willingness to talk openly about the accident set the foundation for the cooperative effort that was to develop between our departments. The accident prompted their department to explore outside training curriculums and what they had to offer. A partnership was soon formed, and we were invited to the city of Raleigh to share our updated training program. Seeing a unique opportunity to create a safety video, we requested to interview the four members who were involved in the accident in hopes of preventing this type of accident from occurring in the future.

While sharing our classroom presentation and rodeo course with Raleigh, it became obvious that both departments were going to learn from the experience. The tractor drawn aerial is an extremely unique piece of equipment that requires formal instruction; on-the-job training should be the way of the past. Universal terminology, techniques, and driving rodeos need to be part of the learning process.

Prior to the interviews, all four members of Ladder 4 were given the topics we hoped they would discuss. During the interviews the members were asked to talk about the day of the accident and tell their story. We were impressed with their honesty, openness, and professionalism during the interviews.
Although this dramatic accident involves a tractor drawn aerial, it was our goal in producing this video that the content would have a positive, lasting effect on all who drive emergency vehicles of any type. As professional fire service drivers, it is important to look at the dynamics of this accident and apply the learning principles to our own driving habits and behavior.

Even though we are thousands of miles apart we are encouraged by the partnership our departments have formed, not only have we learned about driving TDAs, but that we shared many of the same concerns and constraints. We look forward to a continued relationship and hope the future leads to new cooperative efforts and friendships. We are indebted to the Raleigh Fire Department and the members of Ladder 4 for their open and transparent participation in this collaborative effort. Their ability to share this extraordinary story clearly demonstrates their department's leadership, dedication, and commitment to safety for the brothers and sisters of the fire service. Without them, this impactful and sincere training video would not have been possible

Watch view video here: https://www.youtube.com/watch?v=OgM2e7VTEGY

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SUBJECT: Authorization to Upgrade Wastewater Treatment Facility SCADA Communication Equipment

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) utilizes a Supervisory Control and Data Acquisition (SCADA) system to monitor, control, and automate critical treatment processes throughout the facility. Reliable communication between the SCADA servers and remote Programmable Logic Controller (PLC) sites is essential for transmitting operational data, receiving alarms, and maintaining continuous process control. The WWTF is requesting authorization to replace the existing failing wireless communication radios at two remote PLC sites with new fiber-optic communication cables to improve system reliability and long-term performance.

Replacement of the failing communication equipment is necessary to maintain reliable monitoring and control of critical treatment processes and support compliance with the WWTF's Waste Discharge Requirements (WDRs). Failure of these communication systems could impair operators' ability to respond to alarms, monitor equipment performance, and maintain treatment operations, increasing the risk of sanitary sewer overflows, regulatory violations, and service disruptions.

Staff recommends procuring these services on a sole-source basis. In July 2024, the City Council approved an agreement with Telstar Instruments to upgrade the WWTF SCADA servers, and Telstar served as the system integrator for that project. As the integrator of the City's existing SCADA system, Telstar possesses detailed knowledge of the installed hardware, software, communications architecture, site-specific programming, and field modifications unique to the WWTF. Utilizing another contractor would require substantial time and expense to evaluate the existing system, reverse engineer programming, and integrate new communication equipment, increasing project costs and introducing unnecessary operational risk. Staff has determined that Telstar is uniquely qualified to complete this work while maintaining compatibility with the existing SCADA system and minimizing disruption to plant operations.

The proposed project includes installation of approximately 1,000 feet of fiber-optic cable, fiber patch panels, network switches, fiber converters, and related communication equipment necessary to replace the existing wireless radio

system. City staff will assist with installation by utilizing the existing conduit pathway, reducing project costs while allowing Telstar to focus on specialized fiber termination, testing, and SCADA integration.

Telstar Instruments submitted a proposal in the amount of $24,834. Staff is requesting authorization in an amount not to exceed $27,318, which includes the quoted project cost and a ten percent (10%) contingency to address any unforeseen conditions that may be encountered during installation. Funding for the project is available within the Wastewater Treatment Facility Capital Reserve Fund.

RECOMMENDATION: That the City Council authorize an agreement with Telstar Instruments for replacement of the Wastewater Treatment Facility SCADA communication equipment in an amount not to exceed $27,318, inclusive of all labor, materials, taxes, and a ten percent (10%) contingency.

ATTACHMENTS:
1. Telstar Quote – WWTF Fiber Run

Appropriated/Funded:

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

TELSTAR INSTRUMENTS

Contractor License #422364
Contractor DIR #1000000899

CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE

May 27, 2026

City of Porterville WWTP
291 N Main Street
Porterville CA 93227
Sent via Email : dharris@ci.porterville.ca.us

Attn: Daniel Harris
Subject: WWTP Fiber Run
Reference: 20-44573

Drawings: N/A
Specifications: N/A

Dear Daniel,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer").

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will provide and install the following:
    a. 1000Ft of 12 strand fiber cable.
    b. QTY 3 - Fiber Patch panels
    c. QTY 4 - 6 pair cassette.
    d. QTY 1 – 2 fiber port converter with 8 port ethernet switch.
    e. QTY 2 - 1 fiber port converter with 4 port ethernet switch.
    f. QTY 4 – Fiber LC transceiver for converter.
    g. QTY 4 – Fiber patch cables
2. Telstar, with the help of the City, will pull the fiber in, using the path found by the city. From PLC 7 to PLC 6 and PLC7 to Influent structure PLC1.
    a. Conduit path must be free of debris and undamaged.
3. Telstar will terminate and test fiber cables.
4. Telstar will move over the PLC's to the new network.

Material Price for this Scope.....$16,894.00
Labor Price for this Scope.....$7,940.00
Total Lump Sum Price for this Scope.....$24,834.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

a. Material price is valid for seven (7) days from date referenced on this quote (Refer to Industry Material Pricing and Delivery clause under Terms and Conditions)
b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
e. Please reference the above stated quote number in all correspondence and purchase orders.
f. A fee of 2% will be applied to all invoices paid by credit card.

TERMS AND CONDITIONS

Base Terms: The attached Quotation is valid for 30 days from the date of Telstar Instruments' ("Telstar") quotation. Acceptance of Telstar's Quotation constitutes a binding Agreement incorporating these Terms and Conditions ("Agreement"). Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Overtime and premium labor hours are not included in the quotation, and will result in an additional charge. Service calls are charged at a 4-hour minimum per person, excluding travel time, which is charged separately. Unless expressly stated in the Quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work. The term "Equipment" and "Services" as used in these Terms and Conditions refers to the materials and labor provided by Telstar under this Agreement.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, delays, or claims of customers of Customer, their officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection,

operation or use of any Equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment or Services that are the subject of the claim. (b) All causes of action against Telstar arising out of or relating to this Agreement, or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, pandemic, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Agreement, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Agreement constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Agreement may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of $50.00 per week generated for said reports.

Authorized Signers: Only the following officers of Telstar have the legal authority to enter into binding agreements on behalf of Telstar: John D. Gardiner (President), Kyle A. Johnsen (Vice President), Robert S. Marston (Secretary), Benjamin R. Herston (Treasurer). If a document is signed by an unauthorized person, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days from the dates of the Quotation. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers can experience delays due to labor shortages, shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Material price fluctuations due to tariffs are not included in the quotation and may not be known until time of material shipment. Additional material costs associated with tariffs will be paid by the customer. Telstar reserves the right to change the delivery date and pricing of materials set forth in this Quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
Waiver: The failure of Telstar to insist upon the performance of any term or condition of this Agreement shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.
Severability: If any term of this Agreement is determined to be invalid or unenforceable under any applicable statute, regulation, ordinance, or other law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining portions of this Purchase Order shall remain in full force and effect.
Dispute Resolution: In the event of any dispute arising from or relating to this Agreement, the parties agree to engage in informal efforts toward resolution by meeting in person. If such efforts are unsuccessful, the parties agree to submit the dispute to mediation with a neutral mediator for resolution, with the parties sharing the costs of such mediation equally. If the parties are unsuccessful in resolving their dispute, then the dispute shall be subject to litigation. If the dispute involves a public entity Owner, then the parties shall comply with the requirements of Public Contract Code section 9204.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez

Electrical Engineer / IC&E Specialist
Telstar Instruments
P: (559) 584-7116

SUBJECT: Authorization to Schedule a Public Hearing to Consider Amendments to Porterville Municipal Code Chapter 2, Article IV, Relating to the Code Enforcement Section

SOURCE: Planning and Engineering

COMMENT: As part of the City's recent organizational restructuring, Code Enforcement functions were transferred from the Fire Department's Prevention Division to the Building Division within the Planning and Engineering Department. While the organizational transfer has already occurred, Chapter 2, Article IV of the Porterville Municipal Code continues to reflect the former organizational structure. The proposed ordinance updates the Municipal Code to align with the City's current organization while modernizing and clarifying the City's code enforcement authority.

In addition to reflecting the City's current organizational structure, the proposed ordinance establishes the Code Enforcement Section within the Building Division, clarifies supervision and appointment authority, defines inspection and enforcement authority, identifies available administrative and legal remedies, incorporates current references to applicable California law, and strengthens coordination with other City departments. These amendments provide a more comprehensive framework for administering the City's code enforcement program while preserving the flexibility necessary to address a wide range of municipal code violations.

The proposed ordinance does not eliminate or diminish the independent statutory authority of the Fire Marshal, Fire Chief, Police Chief, or any other City official authorized by state law. Rather, it provides organizational clarity by placing responsibility for the City's general municipal code enforcement program within the Building Division while preserving interdepartmental coordination on matters involving fire and life safety, building regulations, nuisance abatement, zoning, housing, and other applicable state and local laws.

Because the proposed amendments are administrative and organizational in nature, staff does not anticipate any change in the level of code enforcement services provided to the community. If authorized, the City Clerk will notice a

public hearing for the August 4, 2026, City Council meeting, where the City Council will receive public testimony and consider the first reading of the proposed ordinance.

RECOMMENDATION: That the City Council:
1. Authorize the City Clerk to schedule a public hearing for the August 4, 2026, City Council meeting to consider amendments to Chapter 2, Article IV of the Porterville Municipal Code relating to the Code Enforcement Section; and
2. Direct staff to return the proposed ordinance to the City Council on August 4, 2026, for a public hearing and consideration of the first reading.

ATTACHMENTS:
1. PCC, Ch 2, Article IV, Code Enforcement Relocation redline
2. PCC, Ch 2, Article IV, Code Enforcement Relocation draft

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Marking	Meaning
~~Deleted text~~	Existing ordinance text proposed for deletion or replacement.
Added text	Proposed new ordinance text.

CITY OF PORTERVILLE

MUNICIPAL CODE

CHAPTER 2: ADMINISTRATION

~~ARTICLE IV. CODE ENFORCEMENT OFFICER~~

ARTICLE IV: CODE ENFORCEMENT SECTION

(As Amended [Ord. XXXX, Adopted _____])

SECTION:

~~2-26.1: Appointment; Jurisdiction~~

~~2-26.2: Duties~~

~~2-26.3: Enforcement~~

~~2-26.4: Compliance~~

2-26.1: Creation and Organization of the Code Enforcement Section

2-26.2: Appointment; Jurisdiction; Supervision

2-26.3: Designation as Public Officer; Citation and Arrest Authority

2-26.4: Duties

2-26.5: Enforcement Authority; Applicable Codes

2-26.6: Inspection Authority; Warrants

2-26.7: Administrative and Legal Remedies

2-26.8: Compliance; Voluntary and Compelled

2-26.9: Coordination with Other Departments and Agencies

~~2-26.1: APPOINTMENT; JURISDICTION:~~

2-26.1: CREATION AND ORGANIZATION OF THE CODE ENFORCEMENT SECTION:

~~A duly appointed employee of the prevention division of the fire department, as defined in Section 829.5 of the California Penal Code, the code enforcement officer shall be authorized to perform the enforcement duties identified in this article and as otherwise defined in this code. The code enforcement officer will work closely with members of other departments, including public works, community development, parks and leisure services, finance, and police. The code enforcement officer will work closely with other local, state, or federal agencies as needed. The code enforcement officer shall be under the supervision of the fire chief, or his or her designee. (Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022)~~

There is hereby created within the Building Division of the Planning and Engineering Department, a Code Enforcement Section. The official in charge of the Code Enforcement Section shall be the Building Official, or a duly authorized representative designated by the Building Official with the approval of the City Manager.

Nothing in this article shall be construed to limit or eliminate enforcement authority otherwise conferred by state law upon any other officer or agency of the City, including the Fire Marshal, Fire Chief, and Police Chief with respect to matters within their respective jurisdictions.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

~~2-26.2: DUTIES:~~

2-26.2: APPOINTMENT; JURISDICTION; SUPERVISION:

~~The duties of the code enforcement officer shall include, but are not limited to, issues involving property maintenance by abating hazardous conditions which threaten the life, health, safety and welfare of the public. Duties include enforcement of any statute, rule, regulation, or standard, and who is authorized to issue citations, or file formal complaints. (Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022)~~

Code enforcement officers shall be duly appointed employees of the Code Enforcement Section of the Building Division, as defined in Section 829.5 of the California Penal Code. Code enforcement officers shall be authorized to perform enforcement duties identified in this article and as otherwise defined by applicable state and local law.

Code enforcement officers shall be under the direct supervision of the Building Official, or his or her designee, who shall serve as the appointing and supervising authority for all code enforcement personnel assigned to the division. The Building Official may designate a Code Enforcement Officer II to serve as section supervisor.

The Building Official is authorized to appoint deputy officers, inspectors, and other technical personnel necessary to carry out the functions of the Building Division, including the Code Enforcement Section, in accordance with the City's personnel rules and the concurrence of the City Manager.

Note: Ord. XXXX, [date].

~~2-26.3: ENFORCEMENT:~~

2-26.3: DESIGNATION AS PUBLIC OFFICER; CITATION AND ARREST AUTHORITY:

~~The code enforcement officer shall enforce the provisions of all applicable state and city codes including, but not limited to, this code, the California Health and Safety Code, business and professions code, labor code, uniform fire code, uniform building code, uniform housing code and uniform code for the abatement of dangerous buildings, as said codes may from time to time be amended. (Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022)~~

Code enforcement officers are hereby designated as public officers of the City of Porterville within the meaning of Section 836.5 of the California Penal Code. Pursuant to the authority granted to the City's governing body under Penal Code Section 836.5(d), code enforcement officers assigned to the Code Enforcement Division are hereby authorized by ordinance to:

(A) Make arrests without a warrant whenever the officer has reasonable cause to believe that a person has committed a misdemeanor in the officer's presence that constitutes a violation of any statute or ordinance the officer has a duty to enforce;

(B) Issue criminal citations (written notices to appear) for misdemeanor and infraction violations of applicable state codes and City ordinances, pursuant to Penal Code Section 836.5 and Section 853.6;

(C) Issue administrative citations for violations of applicable state codes and City ordinances, pursuant to any administrative citation authority conferred by City ordinance; and

(D) File formal complaints with the City Attorney or other appropriate prosecutorial authority for prosecution of unresolved violations.

This authority shall apply only while the officer is acting within the scope of his or her official duties and only with respect to statutes, regulations, or ordinances the officer has a duty to enforce.

Code enforcement officers, as defined under Penal Code Section 829.5, are not peace officers as defined in Penal Code Chapter 4.5 (commencing with Section 830) and shall not exercise peace officer powers beyond those specifically conferred by this article and applicable state law.

Note: Ord. XXXX, [date].

~~2-26.4: COMPLIANCE:~~

2-26.4: DUTIES:

~~The code enforcement officer shall make reasonable attempts to work with property owners/residents to obtain voluntary compliance. However, the code enforcement officer shall also have authority to issue citations and pursue other legal remedies as necessary and as authorized by local or state law. (Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022)~~

The duties of code enforcement officers shall include, but are not limited to:

(A) Investigating complaints and conducting proactive inspections of properties within the City for violations of applicable codes, ordinances, and regulations;

(B) Identifying and abating hazardous conditions that threaten the life, health, safety, and welfare of the public, occupants, or neighboring properties;

(C) Issuing notices of violation, correction notices, notices to vacate, stop-work orders, and orders to abate, as appropriate;

(D) Documenting violations and maintaining accurate case files and enforcement records;

(E) Working collaboratively with property owners, tenants, and responsible parties to achieve voluntary compliance wherever feasible; and

(F) Referring matters requiring prosecution, receivership, injunctive relief, or other judicial action to the City Attorney or appropriate authority.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

2-26.5: ENFORCEMENT AUTHORITY; APPLICABLE CODES:

Code enforcement officers shall have authority to enforce the provisions of all applicable state and local codes, regulations, and ordinances, including but not limited to:

(A) The Porterville Municipal Code;

(B) The California Building Code (CBC), Title 24, Part 2;

(C) The California Residential Code (CRC), Title 24, Part 2.5;

(D) The California Fire Code (CFC), Title 24, Part 9;

(E) The California Electrical Code (CEC), Title 24, Part 3;

(F) The California Mechanical Code (CMC), Title 24, Part 4;

(G) The California Plumbing Code (CPC), Title 24, Part 5;

(H) The California Energy Code, Title 24, Part 6;

(I) The California Green Building Standards Code (CALGreen), Title 24, Part 11;

(J) The California Health and Safety Code, including but not limited to Division 13, Part 1.5 (State Housing Law, commencing at Section 17910); Division 13, Part 2 (Hotel and Motel Regulations); and related provisions governing substandard buildings and nuisance abatement;

(K) The California Business and Professions Code, to the extent applicable to building, contractor, and license requirements;

(L) The Uniform Housing Code and Uniform Code for the Abatement of Dangerous Buildings, as locally adopted;

(M) Applicable provisions of the California Labor Code;

(N) Applicable provisions of the California Government Code, including but not limited to police powers conferred under Section 54988 and related provisions;

(O) Any other state or local code, regulation, standard, or ordinance assigned to the Code Enforcement Division by the Building Official or City Manager.

Code enforcement officers shall enforce all such codes as they may be amended from time to time. The Planning and Engineering Director may, by written directive, designate additional codes or ordinances for enforcement by the Building Division and Code Enforcement Section.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

2-26.6: INSPECTION AUTHORITY; WARRANTS:

Code enforcement officers are authorized to enter and inspect any building, structure, premises, or property within the City at reasonable times for the purpose of investigating violations of the codes and regulations identified in Section 2-26.5, or of ascertaining compliance with any notice, order, or permit issued under those codes.

Where the owner, occupant, or responsible party consents to entry, no warrant shall be required. Where consent is denied or cannot be obtained, code enforcement officers shall seek an administrative inspection warrant pursuant to the procedures set forth in the California Code of Civil Procedure, commencing at Section 1822.50.

Nothing in this section shall limit the authority of officers to enter and inspect without a warrant where exigent circumstances exist, consent is expressed or implied, or where otherwise authorized by applicable law.

Note: Ord. XXXX, [date]. Inspection warrant authority grounded in Cal. Code Civ. Proc. §§ 1822.50–1822.57.

2-26.7: ADMINISTRATIVE AND LEGAL REMEDIES:

In addition to citation authority, code enforcement officers and the Building Official shall have authority to employ the following remedies as authorized by applicable state and local law:

(A) Issuance of notices of violation and orders to correct, with specified compliance deadlines;

(B) Issuance of orders to vacate unsafe structures pursuant to California Health and Safety Code Section 17980 and related provisions;

(C) Imposition of administrative fines and penalties pursuant to applicable City ordinance;

(D) Abatement of public nuisances, with cost recovery against the responsible property owner, pursuant to applicable City ordinance and California Government Code Section 38771 et seq.;

(E) Recordation of notices of violation against property title pursuant to California Health and Safety Code Section 17985 and applicable local ordinance;

(F) Referral to the City Attorney for civil injunctive relief, nuisance abatement litigation, or receivership proceedings pursuant to California Health and Safety Code Section 17980.7 (as amended, including by SB 1465, effective January 1, 2025, which extended receivership authority to non-residential substandard buildings); and

(G) Revocation or withholding of building permits, certificates of occupancy, or business license sign-off pending resolution of outstanding code violations, in coordination with the Building Official and other applicable departments.

Note: Ord. XXXX, [date].

2-26.8: COMPLIANCE; VOLUNTARY AND COMPELLED:

Code enforcement officers shall make reasonable attempts to work with property owners, occupants, and responsible parties to obtain voluntary compliance with applicable codes and regulations. Outreach, education, and good-faith negotiation of reasonable compliance timelines are encouraged where such efforts are consistent with public safety.

Voluntary compliance efforts shall not preclude the use of administrative or legal remedies where violations present an immediate threat to public health or safety, where a responsible party has failed to comply within a reasonable time, or where circumstances otherwise warrant formal enforcement action. The Building Official retains final authority over enforcement strategy and prioritization within the division.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date].

2-26.9: COORDINATION WITH OTHER DEPARTMENTS AND AGENCIES:

Code enforcement officers shall work collaboratively with other City departments, including but not limited to the Fire Department, Public Works, Community Development, Parks and Leisure Services, Finance, and Police, as well as with other local, state, and federal agencies, as needed to carry out the purposes of this article.

Where a matter within the Code Enforcement Section's jurisdiction involves fire and life safety issues regulated by the California Fire Code or other standards under the authority of the Fire Marshal, the Building Official shall coordinate with the Fire Marshal as appropriate and may refer specific matters to the Fire Department for concurrent or independent enforcement action under the Fire Department's independent statutory authority.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date].

CODE AUTHORITY AND REFERENCES

The following references provide the principal legal authority supporting the provisions of this article:

Cal. Penal Code § 829.5: Statutory definition of "code enforcement officer" for personnel not otherwise classified as peace officers under § 830 et seq.

Cal. Penal Code § 836.5: Confers misdemeanor citation and warrantless arrest authority upon public officers and employees by local ordinance; applicable to code enforcement officers.

Cal. Penal Code § 853.6: Written notice-to-appear (citation) procedure for misdemeanor violations.

Cal. Health & Safety Code § 17980 et seq. (State Housing Law): Enforcement agency authority to inspect, order abatement, and compel repair, vacation, or demolition of substandard buildings; receivership extended to non-residential buildings by SB 1465 (eff. Jan. 1, 2025).

Cal. Code Civ. Proc. §§ 1822.50–1822.57: Administrative inspection warrant procedure for non-consensual inspections.

Cal. Government Code § 54988: Municipal police powers authority for code enforcement cost recovery.

Cal. CBC § 104 (Title 24, Part 2): Duties and powers of the building official, including interpretation, enforcement, and approval authority.

Cal. Government Code § 38771: Authority for municipalities to declare and abate public nuisances.

CITY OF PORTERVILLE
MUNICIPAL CODE
CHAPTER 2: ADMINISTRATION

ARTICLE IV: CODE ENFORCEMENT SECTION

(As Amended [Ord. XXXX, Adopted _____])

SECTION:

2-26.1: Creation and Organization of the Code Enforcement Section

2-26.2: Appointment; Jurisdiction; Supervision

2-26.3: Designation as Public Officer; Citation and Arrest Authority

2-26.4: Duties

2-26.5: Enforcement Authority; Applicable Codes

2-26.6: Inspection Authority; Warrants

2-26.7: Administrative and Legal Remedies

2-26.8: Compliance; Voluntary and Compelled

2-26.9: Coordination with Other Departments and Agencies

2-26.1: CREATION AND ORGANIZATION OF THE CODE ENFORCEMENT SECTION:

There is hereby created within the Building Division of the Planning and Engineering Department, a Code Enforcement Section. The official in charge of the Code Enforcement Section shall be the Building Official, or a duly authorized representative designated by the Building Official with the approval of the City Manager.

Nothing in this article shall be construed to limit or eliminate enforcement authority otherwise conferred by state law upon any other officer or agency of the City, including the Fire Marshal, Fire Chief, and Police Chief with respect to matters within their respective jurisdictions.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

2-26.2: APPOINTMENT; JURISDICTION; SUPERVISION:

Code enforcement officers shall be duly appointed employees of the Code Enforcement Section of the Building Division, as defined in Section 829.5 of the California Penal Code. Code enforcement officers shall be authorized to perform enforcement duties identified in this article and as otherwise defined by applicable state and local law.

Code enforcement officers shall be under the direct supervision of the Building Official, or his or her designee, who shall serve as the appointing and supervising authority for all

code enforcement personnel assigned to the division. The Building Official may designate a Code Enforcement Officer II to serve as section supervisor.

The Building Official is authorized to appoint deputy officers, inspectors, and other technical personnel necessary to carry out the functions of the Building Division, including the Code Enforcement Section, in accordance with the City's personnel rules and the concurrence of the City Manager.

Note: Ord. XXXX, [date].

2-26.3: DESIGNATION AS PUBLIC OFFICER; CITATION AND ARREST AUTHORITY:

Code enforcement officers are hereby designated as public officers of the City of Porterville within the meaning of Section 836.5 of the California Penal Code. Pursuant to the authority granted to the City's governing body under Penal Code Section 836.5(d), code enforcement officers assigned to the Code Enforcement Division are hereby authorized by ordinance to:

(A) Make arrests without a warrant whenever the officer has reasonable cause to believe that a person has committed a misdemeanor in the officer's presence that constitutes a violation of any statute or ordinance the officer has a duty to enforce;

(B) Issue criminal citations (written notices to appear) for misdemeanor and infraction violations of applicable state codes and City ordinances, pursuant to Penal Code Section 836.5 and Section 853.6;

(C) Issue administrative citations for violations of applicable state codes and City ordinances, pursuant to any administrative citation authority conferred by City ordinance; and

(D) File formal complaints with the City Attorney or other appropriate prosecutorial authority for prosecution of unresolved violations.

This authority shall apply only while the officer is acting within the scope of his or her official duties and only with respect to statutes, regulations, or ordinances the officer has a duty to enforce.

Code enforcement officers, as defined under Penal Code Section 829.5, are not peace officers as defined in Penal Code Chapter 4.5 (commencing with Section 830) and shall not exercise peace officer powers beyond those specifically conferred by this article and applicable state law.

Note: Ord. XXXX, [date].

2-26.4: DUTIES:

The duties of code enforcement officers shall include, but are not limited to:

(A) Investigating complaints and conducting proactive inspections of properties within the City for violations of applicable codes, ordinances, and regulations;

(B) Identifying and abating hazardous conditions that threaten the life, health, safety, and welfare of the public, occupants, or neighboring properties;

(C) Issuing notices of violation, correction notices, notices to vacate, stop-work orders, and orders to abate, as appropriate;

(D) Documenting violations and maintaining accurate case files and enforcement records;

(E) Working collaboratively with property owners, tenants, and responsible parties to achieve voluntary compliance wherever feasible; and

(F) Referring matters requiring prosecution, receivership, injunctive relief, or other judicial action to the City Attorney or appropriate authority.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

2-26.5: ENFORCEMENT AUTHORITY; APPLICABLE CODES:

Code enforcement officers shall have authority to enforce the provisions of all applicable state and local codes, regulations, and ordinances, including but not limited to:

(A) The Porterville Municipal Code;

(B) The California Building Code (CBC), Title 24, Part 2;

(C) The California Residential Code (CRC), Title 24, Part 2.5;

(D) The California Fire Code (CFC), Title 24, Part 9;

(E) The California Electrical Code (CEC), Title 24, Part 3;

(F) The California Mechanical Code (CMC), Title 24, Part 4;

(G) The California Plumbing Code (CPC), Title 24, Part 5;

(H) The California Energy Code, Title 24, Part 6;

(I) The California Green Building Standards Code (CALGreen), Title 24, Part 11;

(J) The California Health and Safety Code, including but not limited to Division 13, Part 1.5 (State Housing Law, commencing at Section 17910); Division 13, Part 2 (Hotel and Motel Regulations); and related provisions governing substandard buildings and nuisance abatement;

(K) The California Business and Professions Code, to the extent applicable to building, contractor, and license requirements;

(L) The Uniform Housing Code and Uniform Code for the Abatement of Dangerous Buildings, as locally adopted;

(M) Applicable provisions of the California Labor Code;

(N) Applicable provisions of the California Government Code, including but not limited to police powers conferred under Section 54988 and related provisions;

(O) Any other state or local code, regulation, standard, or ordinance assigned to the Code Enforcement Division by the Building Official or City Manager.

Code enforcement officers shall enforce all such codes as they may be amended from time to time. The Planning and Engineering Director may, by written directive, designate additional codes or ordinances for enforcement by the Building Division and Code Enforcement Section.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date]

2-26.6: INSPECTION AUTHORITY; WARRANTS:

Code enforcement officers are authorized to enter and inspect any building, structure, premises, or property within the City at reasonable times for the purpose of investigating violations of the codes and regulations identified in Section 2-26.5, or of ascertaining compliance with any notice, order, or permit issued under those codes.

Where the owner, occupant, or responsible party consents to entry, no warrant shall be required. Where consent is denied or cannot be obtained, code enforcement officers shall seek an administrative inspection warrant pursuant to the procedures set forth in the California Code of Civil Procedure, commencing at Section 1822.50.

Nothing in this section shall limit the authority of officers to enter and inspect without a warrant where exigent circumstances exist, consent is expressed or implied, or where otherwise authorized by applicable law.

Note: Ord. XXXX, [date]. Inspection warrant authority grounded in Cal. Code Civ. Proc. §§ 1822.50–1822.57.

2-26.7: ADMINISTRATIVE AND LEGAL REMEDIES:

In addition to citation authority, code enforcement officers and the Building Official shall have authority to employ the following remedies as authorized by applicable state and local law:

(A) Issuance of notices of violation and orders to correct, with specified compliance deadlines;

(B) Issuance of orders to vacate unsafe structures pursuant to California Health and Safety Code Section 17980 and related provisions;

(C) Imposition of administrative fines and penalties pursuant to applicable City ordinance;

(D) Abatement of public nuisances, with cost recovery against the responsible property owner, pursuant to applicable City ordinance and California Government Code Section 38771 et seq.;

(E) Recordation of notices of violation against property title pursuant to California Health and Safety Code Section 17985 and applicable local ordinance;

(F) Referral to the City Attorney for civil injunctive relief, nuisance abatement litigation, or receivership proceedings pursuant to California Health and Safety Code Section 17980.7 (as amended, including by SB 1465, effective January 1, 2025, which extended receivership authority to non-residential substandard buildings); and

(G) Revocation or withholding of building permits, certificates of occupancy, or business license sign-off pending resolution of outstanding code violations, in coordination with the Building Official and other applicable departments.

Note: Ord. XXXX, [date].

2-26.8: COMPLIANCE; VOLUNTARY AND COMPELLED:

Code enforcement officers shall make reasonable attempts to work with property owners, occupants, and responsible parties to obtain voluntary compliance with applicable codes and regulations. Outreach, education, and good-faith negotiation of reasonable compliance timelines are encouraged where such efforts are consistent with public safety.

Voluntary compliance efforts shall not preclude the use of administrative or legal remedies where violations present an immediate threat to public health or safety, where a responsible party has failed to comply within a reasonable time, or where circumstances otherwise warrant formal enforcement action. The Building Official retains final authority over enforcement strategy and prioritization within the division.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date].

2-26.9: COORDINATION WITH OTHER DEPARTMENTS AND AGENCIES:

Code enforcement officers shall work collaboratively with other City departments, including but not limited to the Fire Department, Public Works, Community Development, Parks and Leisure Services, Finance, and Police, as well as with other local, state, and federal agencies, as needed to carry out the purposes of this article.

Where a matter within the Code Enforcement Section's jurisdiction involves fire and life safety issues regulated by the California Fire Code or other standards under the authority of the Fire Marshal, the Building Official shall coordinate with the Fire Marshal as appropriate and may refer specific matters to the Fire Department for concurrent or independent enforcement action under the Fire Department's independent statutory authority.

Note: Ord. 1720 § 2, 5-1-2007; Ord. 1899, 11-15-2022; Ord. XXXX, [date].

SUBJECT: Authorization to Schedule a Public Hearing to Consider Amendments to Chapter 15 of the Porterville Municipal Code Relating to the Administrative Transfer of Business License Functions.

SOURCE: Planning and Engineering

COMMENT: As part of the City's recent organizational restructuring, responsibility for administering the City's Business License Program was transferred from the Finance Department to the Planning and Engineering Department. While the organizational change has already been implemented, Chapter 15 of the Porterville Municipal Code continues to reference the former administrative structure. The proposed ordinance updates the Municipal Code to reflect the City's current organization by replacing references to the Finance Director with the Director of Planning and Engineering or designee where appropriate.

The proposed amendments are administrative in nature and do not modify the City's business license requirements, license fees, enforcement authority, appeal procedures, exemptions, or any other substantive provisions of Chapter 15. Existing requirements for businesses operating within the City will remain unchanged. The ordinance simply ensures that the Municipal Code accurately reflects the department now responsible for administering the Business License Program.

Maintaining an accurate Municipal Code promotes efficient administration, reduces confusion for the public and staff, and ensures consistency between the City's organizational structure and its governing regulations. This ordinance represents one of several administrative code updates that may be brought forward as the City continues implementing organizational improvements and modernizing its Municipal Code.

Because the proposed amendments are administrative only, staff does not anticipate any operational impacts to the business community or changes to the City's Business License Program.

There is no fiscal impact associated with scheduling the public hearing or adopting the proposed ordinance.

RECOMMENDATION: That the City Council authorize the City Clerk to schedule a public hearing for the August 4, 2026, City Council meeting to consider the first reading of an ordinance amending Chapter 15 of the Porterville Municipal Code relating to the administrative transfer of Business License functions.

ATTACHMENTS:
1. Porterville Chapter15 Amended Redline
2. Porterville Chapter15 Amended Complete

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Marking	Meaning
~~Deleted text~~	Existing ordinance text proposed for deletion or replacement.
Added text	Proposed new ordinance text.

CITY OF PORTERVILLE

MUNICIPAL CODE

CHAPTER 15: LICENSES AND BUSINESS REGULATIONS

(As Amended [Ord. XXXX, Adopted _____)

ARTICLE I. GENERAL PROVISIONS

SECTION:

15-1: Definitions

15-2: Purpose Of Chapter

15-3: Substitute For Other Revenue Ordinances

15-4: Effect Of Chapter On Past Actions And Obligations Previously Accrued

15-5: License Required

15-5.1: Refusal To Issue License

15-6: Exemptions

15-7: Application For License

15-8: License Issuance

15-9: License Renewal

15-9.1: Termination Of Business

15-10: Penalties

15-11: Enforcement, Inspections And Audits Of Businesses

15-11.1: License Fee Debt; Minimum Fee

15-12: Revocability Of License

15-13: Appeals

15-14: Failure To File Statement Or Corrected Statement

15-15: Additional Power Of Collector

15-16: Assignment Or Transfer; License Or Location

15-17: Reserved

15-18: Duplicate License

15-18.1: Refunds

15-19: Posting And Keeping Licenses

15-20: Regulations

15-21: Violation

15-1: DEFINITIONS:

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

ADVERTISING SOLICITOR: Any person who goes from place to place within the city selling or offering to sell advertising service using any advertising method.

AMUSEMENTS, AMUSEMENT RIDES: One or more merry-go-rounds, exhibitions, flying horses, Ferris wheels, or other similar devices.

ARCADE: A commercial establishment containing any combination of five (5) or more apparatuses, devices and/or machines operated by payment of fees and where the apparatus, devices and/or machines make possible a game or contest.

AUCTION SALES: All sales by auction of personal and/or real property.

BUSINESS: Professions, trades and occupations, and all and every kind of calling whether or not carried on for profit.

CARD ROOM: Any room in which there are card tables used, kept or intended for use in the playing of any kind of legal card game where the same is conducted as a business or in connection with a business.

CARNIVAL: A group of two (2) or more shows, entertainments, games, devices, mechanical rides, amusements, vaudeville or dramatic or minstrel performance, or games, tricks, devices or wheels, the result of the operation of which is dependent upon chance or skill, and as a result of the operation of which things or representatives of value are given or paid. The charging of a single admission fee to a carnival shall not limit the provisions of this chapter.

CITY: City of Porterville, Tulare County, state of California.

COLLECTOR: The ~~administrative services manager~~ Director of Planning and Engineering of the city and duly authorized assistants and/or deputies of the director.

CONTRACTORS: Means and includes those trades licensed by the state contractors' licensing board.

FIXED PLACE OF BUSINESS OR ESTABLISHED BUSINESS WITHIN THE CITY: A permanent store, office or place where business is legally and regularly transacted from month to month in such manner as business of that nature is generally or customarily carried on and conducted and when the circumstances show an intention to become an established, fixed and continuous part of the regular and legitimate business life of the city. In questionable cases, such facts must be shown by the exhibition of a bona fide lease or rental agreement to the premises where such business is to be conducted, such lease or rental agreement to be for a minimum period of not less than ninety (90)

days.

FLEA MARKET OR SWAP MEET: Any collection of two (2) or more vendors gathered together in a common area segregated by spaces, booths or other designated selling locations for the purpose of selling, offering to sell, bartering, or offering to barter, or any combination thereof, goods, wares, merchandise or articles of value. This definition shall be

liberally construed so as to apply to any activity commonly known and referred to as a flea market, swap meet, or farmers' market.

FLEA MARKET OR SWAP MEET OPERATOR: Any person, corporation or organization conducting, managing or engaging in the business of operating a swap meet, flea market, or farmers' market.

FLEA MARKET OR SWAP MEET VENDOR: Any person, corporation or organization, and all employees and agents thereof, who purchases or acquires a space or spaces from a flea market or swap meet operator, or who purchases or acquires the right to be on the premises for the purpose of operating a business at a flea market, swap meet, or farmers' market.

GOING OUT OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that upon the disposal of the stock of goods on hand the business will cease and be discontinued, including, but not limited to, the following types of sales: adjusters; adjustment; alteration; assignees; bankrupt; benefit of administrator; benefit of creditors; benefit of trustees; building coming down; closing; creditors committee; creditors; end; executors; final days; forced out; forced out of business; insolvent; last days; lease expires; liquidation; loss of lease; mortgage sale; receivers; trustees; quitting business; going out of business.

GOODS: Any goods, wares, merchandise or other personal property capable of being the objects of a sale regulated hereunder.

GROSS RECEIPTS: Shall include the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Included in "gross receipts" as concerns telephone companies shall be only those receipts derived from providing telephone service within the city and only receipts resulting from intrastate telephone service. Excluded from "gross receipts" shall

be cash discounts allowed and taken on sales; credit allowed on property accepted as part of the purchase price and which property may later be sold; any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; such part of the sale price of property returned by purchasers upon recession of the contract of sale as is refunded whether in cash or by credit; amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those from whom collected.

Note: All receipts of a business should be included under gross receipts with the following exceptions:

A. Cash discounts allowed.

B. Trade in allowances.

C. Sales tax.

D. Excise tax.

E. Any other tax included in or added to the price of the product.

F. Sales return allowances.

G. Amounts collected as an agent which are to be paid to others. (An example of this might be a down payment collected by a realtor or a stock purchase price collected by a stockbroker.)

INSURANCE BROKER: A person who, for compensation and on behalf of another person, transacts insurance other than life with, but not on behalf of, an insurer.

ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer. The provisions of this definition shall not apply to commercial travelers or selling agents, selling their goods exclusively to merchants, dealers or traders, whether selling for present or future delivery, by sample or otherwise, nor to peddlers, as the same is defined in this chapter. Further, the provisions of this definition shall not apply to persons selling fruit, vegetables, eggs, butter or other farm or ranch products of their own farm or dairy, exclusively, nor shall it apply to food products defined as "cottage foods" pursuant to the Health And Safety Code, live plants or plant cuttings, or homemade arts or crafts when such items are offered for sale by the preparer at a coordinated farmers' market or similar event approved through the city.

PAID PROMOTER: Every person, and each agent or representative of such person conducting, carrying on or managing, for any compensation whatsoever, the business of selling tickets for, or promoting by advertising or otherwise, any activity within the city.

PARADE: Any march or procession consisting of persons, animals, or vehicles, or a combination thereof, except funeral processions, upon any public street, sidewalk, alley, or public place, which march or procession does not comply with normal and usual traffic regulation or control.

PEDDLER: Any person who goes from house to house, place to place, or in or along the streets, within the city selling or offering to sell, barter or exchange, and making or offering to make immediate delivery of any goods, wares, merchandise or anything of value, in the possession of the peddler to persons other than manufacturers, wholesalers, jobbers or retailers of such commodities; provided, that a producer who furnishes directly and delivers any poultry, eggs, butter, fruit, vegetables or meat being exclusively the produce of his own garden, farm, ranch, or dairy to persons within the city, shall not be deemed a peddler within the meaning of this definition.

PERSON: All domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, societies, and individuals transacting and carrying on any business in the city other than as an employee.

PERSONAL LOANS OR SUPPLIER OF FINANCING: Every person who either for himself or any other person engages in the business of loaning money, advancing credit, loaning

credit, whether security of any kind (personal or real property) is taken for such loan or advance or not, or purchasing or discounting of any obligation of money due or to become due or any evidence of any obligation of money due, whether such obligation is secured or guaranteed or not. Nothing in this definition shall be deemed or construed to apply to any person conducting a banking business or financial corporation exempt under the laws of California, or to persons required to be licensed by the state of California under provisions of the "personal property brokers act", or to the holder of a pawnbroker's license.

QUARTER: A period of three (3) calendar months. The "quarter" as referred to in this chapter shall commence on the first days of July, October, January, and April and end on the last days of September, December, March and June. A quarter shall include any fraction thereof.

RECYCLABLE WASTE HAULER: Any person who goes from place to place, or business to business, within the city collecting and hauling recyclable waste materials such as bottles, cans, cardboard, oil, paper or paper products, or any other substance for the purpose of reclamation or other use. Nothing in this definition shall be deemed or construed to apply to any person conducting business as a junk dealer.

REMOVAL OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that the person conducting the sale will cease and discontinue business at the place upon disposal of the stock of goods on hand and then will remove to and resume business at a new location in the city or will continue business from other existing locations in the city.

SEMIANNUAL: A period of six (6) calendar months. The semiannual period as referred to in this chapter shall commence on the first days of July and January and end on the last days of December and June. A semiannual period shall include any fraction thereof.

SOLICITOR OR CANVASSER: Any person who goes from house to house or from place to place within the city, selling or taking orders for, or offering to sell or take orders for, any goods, wares or merchandise or any article, for future delivery, or selling or taking orders for any service or services to be furnished or performed in the future at any place within the city other than a fixed place of business, or for making, manufacturing, treating or repairing of any article or thing whatsoever, for future delivery.

STREET VENDORS/PUSH CART VENDORS: Every person conducting, carrying on or managing the selling or offering for sale any food, beverages, goods, wares, merchandise of any type including, but not limited to, plants, flowers, toys, paintings, furniture, or rugs, or articles of personal property, in his/her possession, if the offer for sale occurs from a basket, box or any other type of receptacle, stand, wagon, motor vehicle, push cart, or any other type of vehicle. (Ord. 1324, 12-18-1984; Ord. 1531 § A1, 6-18-1996; Ord. 1586 § A1, 5-16-2000; Ord. 1820, 12-16-2014; Ord. XXXX, [date])

15-2: PURPOSE OF CHAPTER:

This chapter is enacted to raise revenue for municipal purposes and to assure the orderly conduct of the business community of the city. (Ord. 1324, 12-18-1984)

15-3: SUBSTITUTE FOR OTHER REVENUE ORDINANCES:

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license tax for the privilege of

doing such business required under any other ordinance or chapter of this code and shall remain subject to the regulatory

provisions of other ordinances. (Ord. 1324, 12-18-1984)

15-4: EFFECT OF CHAPTER ON PAST ACTIONS AND OBLIGATIONS PREVIOUSLY ACCRUED:

Neither this chapter nor its superseding of any portion of any other ordinance or chapter of this code shall in any manner be construed to affect prosecution for violation of any other ordinance or chapter committed prior to the effective date hereof, nor be construed as a waiver of any license or any penal provisions applicable to any such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance to be posted, filed or deposited; and all rights and obligations thereunto appertaining shall continue in full force and effect. (Ord. 1324, 12-18-1984)

15-5: LICENSE REQUIRED:

A. General Business License: There are hereby imposed upon the businesses, trades, professions, callings and occupations transacting business within the city, license taxes in the amounts hereinafter prescribed. It shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from said city so to do or without complying with any and all applicable provisions of this chapter. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California.

Persons not required to obtain a license prior to doing business within the city because of conflict with applicable statutes of the United States or of the state of California shall not be liable for payment of the tax imposed by this chapter.

B. Card Room: A license shall be obtained by any person to conduct, operate, or carry on, or permit to be carried on, the business of a card room.

C. Junk Dealer And/Or Collector: A license shall be obtained by any person before engaging in the business of maintaining or operating, conducting, carrying on, or managing a junk or secondhand dealership.

D. Branch Establishments Or Multiple Businesses: A separate business license must be obtained for each branch establishment or location of the business transacted and carried on and for each separate type of business at the same location, and each business license shall authorize the holder to transact and carry on only the business described thereby at the location or in the manner designated in such business license; provided, that warehouses used in connection with or incidental to a business taxed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments; and provided further that any person conducting two (2) or more types of businesses at the same location and under the same management, or at different locations, but which businesses use a single set or integrated set of books and records, may at his option, pay only one tax calculated on all gross receipts of the businesses under the schedule that applies to the type of business of such person which requires the highest percentage payment on such gross receipts. Vehicles, coin operated

machines or any other type of operation incidental to the licensed business shall fall within the gross receipts schedule designated for said business. However, wherein two (2) or more businesses are operated under the same ownership or management that are licensed under the "flat rate" section of this chapter, that flat rate of each type of business shall apply.

E. Sale Of Salvaged Goods: No license shall be required under the provisions of this chapter for the sale of goods, wares or merchandise salvaged from any fire, wreck or other calamity in the city. (Ord. 1324, 12-18-1984)

15-5.1: REFUSAL TO ISSUE LICENSE:

A. Nothing in this chapter shall be deemed to prevent the city council from refusing to grant to any person a license to carry on and conduct any business in the city, when it shall appear to the city council that such business is, or is reasonably certain to be, carried on in such manner as to be unlawful, immoral or a menace to the health, safety, peace or general welfare of the people of the city, or that the applicant is not a fit or proper person to carry on such business, or of such character and reputation as to render it reasonably certain that such business will be carried on by the applicant in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city, or that the applicant has theretofore been convicted of any crime in connection with, or while engaged in the operation of a similar business in the city, or has been convicted of any crime affecting the moral character of such applicant.

B. The city council shall refuse to issue a business license to any applicant where it is apparent that the issuance of such license would allow for the practice, operation or carrying out of any activity that conflicts with any local, state or federal law. (Ord. 1817, 10-7-2014)

15-6: EXEMPTIONS:

A. Interstate Commerce: Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the constitution or applicable statutes of the United States or of the state of California from the payment of such taxes as are herein prescribed. None of the license taxes provided for by this chapter shall be so applied as to occasion an undue burden upon interstate commerce. In any case where a license tax is believed by a licensee or applicant for license to place an undue burden upon such commerce, he may apply to the collector for an adjustment of the tax so that it shall not be discriminatory or unreasonable as to such commerce. Such application may be made before, at, or within six (6) months after payment of the prescribed license tax. The applicant shall, by affidavit and supporting testimony, show his method of business and the gross volume or estimated gross volume of business and such other information as the collector may deem necessary in order to determine the extent, if any, of such undue burden on such commerce. The collector shall then conduct an investigation and, after having first obtained the written approval of the city attorney, shall fix as the license tax for the applicant, an amount that is reasonable and nondiscriminatory, or if the license tax has already been paid, shall order a refund of the amount over and above the license tax so fixed. In fixing the license tax

to be charged, the collector shall have the power to base the license upon a percentage of gross receipts or any other measure which will assure that the license tax assessed shall be uniform with that assessed on businesses of like nature, so long as the amount assessed does not exceed the license tax as prescribed by this chapter. Should the collector determine the gross receipts measure of license tax to be the proper basis, he may require the applicant to submit, either at the time of termination of applicant's business in the city, or at the end of each six (6) month period, a sworn statement of the gross receipts and pay the amount of license tax therefor; provided, that no additional license tax during any one calendar year shall be required after the licensee shall have paid an amount equal to the annual license tax as prescribed in this chapter. Any person claiming an exemption pursuant to this section shall file a verified statement with the collector stating the facts upon which exemption is claimed. The collector shall, upon a proper showing contained in the verified statement, issue a license to such person claiming exemption under this section without payment to the city of the license tax required by this chapter. The collector, after giving notice and a reasonable opportunity for hearing to a licensee, may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption as provided herein.

B. Charitable And Nonprofit Organizations: The provisions of this chapter shall not be deemed or construed to require the payment of a license tax to conduct, manage or carry on any business, occupation or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes or from which profit is not derived either directly or indirectly, by an individual such to be classified as a nonprofit corporation or organization; nor shall any license tax be required for the conducting of any entertainment, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school or to any religious or benevolent purpose; nor shall any license tax be required for the conducting of any entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, educational, military, state, county, or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived, either directly or indirectly, by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this chapter requiring a permit from the city council or any commission or officer to conduct, manage or carry on any profession, trade, calling or occupation. (Ord. 1324, 12-18-1984)

15-7: APPLICATION FOR LICENSE:

A. General Business License: Every person required to have a license under the provisions of this chapter shall make application for same to the collector of the city. Every applicant for a business license shall pay to the collector, in addition to the prescribed license tax, a nonrefundable application fee of twenty-five dollars ($25.00) prior to processing of said application. Where the application is approved, the application fee shall be applied to the business license fee for the first licensing period. Where

approval of the application is denied, or if the applicant withdraws or cancels request for business license, or if the business license is not issued for any reason, the twenty-five dollar ($25.00) application fee will be retained by the city to cover processing costs of the application. Upon payment of the prescribed license tax the collector shall issue to such person a license which shall contain: 1) the name of the person to whom the license is issued; 2) the business or profession licensed; 3) the place where such business or profession is to be transacted and carried on; 4) the date of the expiration of such license; and 5) such other information as may be necessary for the enforcement of the provisions of this chapter. Upon a person making application for the first license to be issued hereunder or for a newly established business or profession, in all cases where the amount of license tax to be paid is measured by gross receipts, such person shall furnish to the collector for his guidance in ascertaining the amount of license tax to be paid by the applicant, a written statement, upon a form provided by the collector, sworn to before a person authorized to administer oaths, setting forth such information as may be therein required and as may be necessary to determine the amount of the license tax to be paid by the applicant. If the amount of the license tax to be paid by the applicant is measured by gross receipts, he shall estimate the gross receipts for the period to be covered by the license to be issued. Such estimate, if accepted by the collector as reasonable, shall be used in determining the amount of license tax to be paid by the applicant; provided, however, the amount of the license tax so determined shall be tentative only, and such person shall, within thirty (30) days after the expiration of the period for which such license was issued, furnish the collector with a sworn statement, upon a form furnished by the collector, showing the gross receipts during the period of such license, and the license tax for such period shall be finally ascertained and paid in the manner provided by this chapter for the ascertaining and paying of renewal license taxes for other businesses or professions, after deducting from the payment found to be due, the amount paid at the time such first license was issued. The collector shall not issue to any such person another license for the same or any other business or profession, until such person shall have furnished to him the written statement and paid the license tax as herein required. In all cases, the applicant for the renewal of a license shall submit to the collector for his guidance in ascertaining the amount of the license tax to be paid by the applicant, a written statement, upon a form to be provided by the collector, written under penalty of perjury, or sworn to before a person authorized to administer oaths, setting forth such information concerning the applicant's business or profession during the preceding year as may be required by the collector to enable him to ascertain the amount of the license tax to be paid by said applicant pursuant to the provisions of this chapter.

B. Card Room License: Every person desiring to conduct, operate or carry on the business of a card room shall make written application to the chief of police for a license to do so on forms provided by him. The chief of police shall make such investigation of the applicant and of the premises as he deems necessary or is deemed necessary by the city council. (Ord. 1324, 12-18-1984)

15-8: LICENSE ISSUANCE:

A. General Business License: The collector shall issue a business license to any person applying therefor when he is satisfied that the business will not conflict with any law, ordinance or regulation of the city.

B. Card Room License: The chief of police shall report the findings of his investigation as described in subsection 15-7B of this article, together with his recommendation, to the city council. The city council may, in its discretion, issue the license subject to such conditions as it deems reasonable, or refuse to issue the license. The city council shall be the sole judge of the sufficiency of whether the issuance or denial of the license is detrimental to the public health, morals, general welfare or the public peace. The decision of the city council shall be final.

C. Street Vendors/Peddlers Business License: The following information will be collected prior to the issuance of a street vendor/peddler license:

1. A description of the type of food/merchandise to be sold.

2. A description of the type of conveyance or vehicle and proposed locations.

3. Evidence of Tulare County health department certificate.

4. Evidence of general liability insurance, automobile liability, and workers compensation (when applicable).

a. General liability insurance, including public liability, property damage insurance, and products liability, the form of which shall be subject to the approval of the city risk manager, indemnifying the city from any liability whatsoever arising out of the carrying on of any business authorized by such permit. Such insurance shall name the city, its officers, employees, agents and volunteers as additional insured, shall provide for cross liability between insured and provide that the applicant's insurance is primary to any insurance coverage administered or owned by the city. The amounts of insurance coverage shall be in the form of a one hundred-thousand-dollar ($100,000.00) umbrella policy aggregate per incident;

b. Workers' compensation insurance as required by state statutes, when operators are employees and not owners; and

c. Automobile liability coverage as required by state statutes.

5. Evidence of payment of the city's business license fee of twenty-five dollars ($25.00) semiannually per vehicle, cart or any other type of conveyance.

6. Photo identification cards to be carried by vendor.

7. Evidence of state sales tax identification number or certificate of state sales tax exemption.

8. Evidence of sound registration statement approval by city police department in accordance with section 3-12 of this code for those street vendors with sound systems.

9. This requirement shall not apply to caterers licensed under section 15-23, gross receipts, classification B, of this code. (Ord. 1324, 12-18-1984; Ord. 1531 § A2, 6-18-1996)

15-9: LICENSE RENEWAL:

The collector shall renew any general business license upon payment of the proper fee and when the conditions set forth under subsection 15-8A of this article are met. (Ord. 1324, 12-18-1984)

15-9.1: TERMINATION OF BUSINESS:

Any business which shall remain within closed doors, without being open to the public for the transaction of business for thirty (30) days shall be deemed and considered to be finally terminated, and the license to conduct same shall be declared to be forfeited, and any person desiring to reopen or continue such business will be required to take out a new license in accordance with the provisions of this chapter.

In the event that the period of thirty (30) days is not or appears to be not sufficient time for the closing of such business, the proprietor or operator of the business may make application to the city council for an extension of time, submitting such evidence as he may have in support of his application, and the decision of the city council shall be final.

The terms conducting business continuously or remaining in business in the city shall mean any business which is open to the public for the transaction of business on every legal business day of the year, Sundays and legal holidays being excepted. An exception will be made in case of a business which is being prepared for a sale or for the purpose of inventory taking at which time not to exceed five (5) days' closure will be allowed; provided, that any business, which from its nature is seasonal or operative for only a portion of each year, may be excepted from the above definition if the applicant for a license will file with the city a declaration or statement of this fact when applying for license; provided, further, that in no case shall a greater than fifty percent (50%) reduction be made from the regular license rate on account of the seasonal nature of the business. (Ord. 1324, 12-18-1984)

15-10: PENALTIES:

A. All license taxes due hereunder shall be paid in the office of the collector unless otherwise expressly provided.

B. For failure to pay a license tax for a general business license when due, whether for renewal of an existing license or for failure to make application and payment for license prior to first day of commencing business, the collector shall add successive, cumulative penalties in the amount of twenty five percent (25%) of the business tax per month on the last day of each month after the due date thereof, providing that the amount of such penalty to be added shall in no event exceed three hundred percent (300%) of the amount of the business tax due.

C. License taxes shall be considered due and payable and delinquent as follows:

1. Application and payment for license must be made prior to the first day of conducting business and shall be considered delinquent at eight o'clock (8:00) A.M. on the first day of conducting such business.

2. Annual license taxes shall be due on July 1 and shall be delinquent at five o'clock (5:00) P.M. on July 31.

3. Semiannual license taxes shall be due on the first day of July and January and shall be delinquent at five o'clock (5:00) P.M. on the last day of the first month in which the semiannual tax is due.

4. Quarterly license taxes shall be due on the first day of July, October, January and April, and delinquent at five o'clock (5:00) P.M. on the last day of the first month in which the quarterly tax is due.

5. Monthly license taxes shall be due on the first day of the month for which the license is sought and delinquent at five o'clock (5:00) P.M. on the last day of said month.

6. Weekly license taxes shall be due on Monday of each week and shall be delinquent at five o'clock (5:00) P.M. on Friday of said week.

7. Daily license taxes shall be due on its effective date and delinquent at five o'clock (5:00) P.M. of due date.

D. In lieu of paying said license taxes at the office of the collector as specified in subsection A of this section, said license taxes may be deposited in United States mail, postage prepaid, on the due date, provided the transmitting envelope contains a postage cancellation stamp showing cancellation not later than twelve o'clock (12:00) midnight on the due date.

E. If the due day falls on Saturday, Sunday or a holiday, the due day shall be the next regular business day on which the city hall is open to the public.

F. The collector may, for good cause, extend for not more than thirty (30) days the time for filing any report or paying any sum required to be paid hereunder. The extension may be granted at any time provided a written request therefor is filed with the collector prior to the delinquency date.

G. The provisions in this section are in addition to and shall not limit the provisions of section 15-21 of this article. (Ord. 1324, 12-18-1984)

15-11: ENFORCEMENT, INSPECTIONS AND AUDITS OF BUSINESSES:

It shall be the duty of the collector, and he is hereby directed, to enforce each and all of the provisions of this chapter. The chief of police shall render such assistance in the enforcement hereof as may from time to time be required by the collector or the city council.

The collector in the exercise of the duties imposed upon him hereunder and, acting through his deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. The collector and each and all of his assistants and any police officer of the city of Porterville shall have the power and authority to enter, free of charge, and at any reasonable time, any place of business required to procure a business license herein, and demand an exhibition of said license. Any person having such business license theretofore issued, in his possession or under his control, who wilfully fails to exhibit the same on demand, shall be guilty of a misdemeanor and subject to the penalties provided for by the provisions of this chapter. It shall be the duty of the collector and each of his assistants to seek a complaint from the appropriate authority to be filed against any and all persons found to be violating any of said provisions. No statements shall be conclusive as to the matters set forth therein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable hereunder. Such statement and each of the several items therein contained shall be subject to audit and verification by the collector, his deputies, or authorized employees of the city, who are hereby authorized to examine, audit and inspect such books and records of any licensee or applicant for license, as may be necessary in their judgment to verify or ascertain the amount of license fee due.

All licenses, applicants for licenses, and persons engaged in business in the city are hereby required to permit an examination of such books and records for the purposes aforesaid.

The information furnished or secured pursuant to this section or any other section of this chapter shall be confidential except that the business name, address, telephone number, the owner's name and dates business commenced or closed, which information shall be subject to public inspection. (Ord. 1324, 12-18-1984)

15-11.1: LICENSE FEE DEBT; MINIMUM FEE:

The amount of any license imposed by this chapter shall be deemed a debt to the city; and any person carrying on any trade, calling, profession or occupation mentioned in this chapter without having a license from the city to do so shall be liable to an action in the name of the city in any court of competent jurisdiction, for the amount of license imposed on such trade, calling, profession or occupation by the provisions of this chapter.

A suit may be brought against any person for any license fee in this chapter specified, due and unpaid, in the name of the city, in any court of competent jurisdiction. The city attorney is authorized to bring such action when in his judgment there is reason to believe the amount can be collected, and an attachment may also be issued.

The conviction and punishment of any person for transacting any trade, calling, profession or occupation without a license shall not excuse or exempt such person from the payment of any license due or unpaid at the time of conviction, and nothing in this chapter shall prevent a criminal prosecution for any violation of the provisions of this chapter.

If any person fails or refuses to file any required return within the time prescribed, or if after demand therefor made by the collector, fails to file a corrected return; or if any person subject to the tax imposed by this chapter fails or refuses to apply for a business license, such person shall be required to pay a license at such return as the collector may, after investigation, fix as the proper return to be paid by such person, in any event not less than a minimum license tax of seventy dollars ($70.00) semiannually and shall be guilty of a violation of this chapter.

If any license or penalty be not paid when due, the same shall be delinquent, and such nonpayment shall constitute a violation of the terms of this chapter, and the applicant shall be subject to the penalties provided by this chapter, and the city shall be entitled to enforce the collection of such license fee in the manner specified in this chapter, and the collector may rescind and revoke any license issued, or the right to do or carry-on business in the city. (Ord. 1324, 12-18-1984)

15-12: REVOCABILITY OF LICENSE:

The city council reserves the right to revoke the license granted any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city.

A. General Business License: The collector may revoke any license for extended nonpayment of the license fees or for violation of any of the regulations set forth in this chapter. Said revocation may be appealed to the city council by the licensee as set forth in subsection 15-13A of this article.

B. Card Room: A card room license may be revoked at any time by the chief of police if, in his judgment, such action is necessary. Said revocation may be appealed to the city council as set forth in section 15-13B of this article. (Ord. 1324, 12-18-1984)

15-13: APPEALS:

A. General Business License: Any person aggrieved by any decision of the collector with respect to the issuance or refusal to issue such license may appeal to the council by filing a notice of appeal with the clerk of the council. The council shall thereupon fix a time and place for hearing such appeal. The clerk of the council shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to such person at his last known address. The council shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this chapter.

B. Card Room License: The licensee may appeal revocation of a license by filing a written appeal with the city council within ten (10) calendar days of the action by the chief of police. The city council shall hear the appeal and shall affirm or revoke said action as in its judgment appears to be in the public interest. The decision of the city council shall be final. If the licensee does not appeal within the ten (10) calendar day period, the revocation of the license shall be final and conclusive. (Ord. 1324, 12-18-1984)

15-14: FAILURE TO FILE STATEMENT OR CORRECTED STATEMENT:

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the collector, he fails to file a corrected statement, the collector may determine the amount of license tax due from such person by means of such information as he may be able to obtain. If such a determination is made, the collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to the person so assessed at his last known address. Such person may, within fifteen (15) days after the mailing or serving of such notice, make application in writing to the collector for a hearing on the amount of the license tax. If such application is made, the collector shall cause the matter to be set for hearing within thirty (30) days before the city council. The collector shall give at least ten (10) days' notice to such person of the time and place of hearing in the manner prescribed above for serving notices of assessment. The council shall consider all evidence produced; and shall make findings thereon, which shall be final. Notice of such findings shall be served upon the applicant in the manner prescribed above for serving notices of assessment. (Ord. 1324, 12-18-1984)

15-15: ADDITIONAL POWER OF COLLECTOR:

In addition to all other power conferred upon him, the collector shall have the power, for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued; and shall have the further power, with the consent of the city council, to compromise any claim as to amount of license tax due. (Ord. 1324, 12-18-1984)

15-16: ASSIGNMENT OR TRANSFER; LICENSE OR LOCATION:

No license issued pursuant to this chapter shall be transferable; provided that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may upon application therefor have the license amended to authorize the transacting and carrying on of such business under said license at some other location to which the business is or is to be moved. (Ord. 1324, 12-18-1984; Ord. 1540, 9-3-1996)

15-17: RESERVED:

(Rep. by Ord. 1537 § A, 8-6-1996)

15-18: DUPLICATE LICENSE:

A duplicate license may be issued by the collector to replace any license previously issued hereunder which has been lost or destroyed upon the licensee filing statement of such fact, and at the time of filing such statement paying to the collector a duplicate license fee of five dollars ($5.00). (Ord. 1324, 12-18-1984)

15-18.1: REFUNDS:

License taxes, penalties and costs collected or received by the city may be refunded as herein provided and not otherwise if a signed and verified claim therefor is filed with the collector within six (6) months after the date of payment. Such refund may be made only under the following conditions:

A. Where a refund is specifically authorized by the provision of law requiring payment of the license, permit or application fee.

B. Where the money is paid to secure a license or permit not required by law.

C. Where the amount paid was in excess of the amount required by law.

D. Where the money paid was not required by law.

E. Where the applicant for any license has not, at any time after the commencement of the period or term during which the requested license would have been effective, commenced or engaged in the business or occupation, or performed any act for which the license was required.

F. Where the money paid was not required by law, or was erroneously or illegally collected or received by the city through mistake, inadvertence or error of law or of fact, and whether paid or charged under color of any provision of this chapter, or otherwise.

This section is remedial in purpose. Its terms and requirements shall not be deemed to limit or qualify the lawful right of any person to bring or maintain an action or proceeding based upon the general law of this state for any remedy provided by law. (Ord. 1324, 12-18-1984)

15-19: POSTING AND KEEPING LICENSES:

All licenses must be kept and posted in the following manner:

A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.

B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his person at all times while transacting and carrying on such business. (Ord. 1324, 12-18-1984)

15-20: REGULATIONS:

A. Card Tables:

1. Conformance With State Law: It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.

2. Licenses: Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.

3. Hours Of Operation: Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. Patron Security And Safety: All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection. The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each calendar year, the

licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy- in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than three (3) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

7. Location: No license shall be issued except for a location deemed suitable by the city council.

8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;

b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

c. Conviction of the applicant for any crime punishable as a felony;

d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;

e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

f. Wilful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code; or

g. The applicant is less than twenty-one (21) years of age.

The department of justice's division of gambling control may object to the issuance of a work permit by the city for any cause deemed reasonable by the division.

9. Revocation And Appeal:

a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.

b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.

B. Coin Operated Machines:

1. Contents Of Applications: At the time a license is applied for, the applicant shall give the serial number, and kind or character of such machine.

2. Display Of License Or Stamp: No person shall maintain any vending, weighing, entertainment or amusement machine within the city without having posted thereon in a conspicuous place a stamp or label, which shall be issued and supplied by the collector, which stamp or label shall indicate the number of the license, together with the date of expiration thereof; and in the event any duly qualified officer of the city finds any such machine being maintained in the city without such stamp or label being maintained thereon in a conspicuous place, or without such stamp or label indicating that there is a valid and unexpired license issued covering such machine, it shall be his duty to seize and hold such machine for the payment of the license tax, which machine shall be disposed of upon the nonpayment of such tax as provided by the laws relative thereto.

3. Transfer Of License: In the event any person discontinues maintaining any vending, weighing, entertainment or amusement machine duly licensed pursuant to this chapter during a period when such license remains unexpired, the licensee may substitute another similar machine in place of the machine, the use of which is so discontinued, and may maintain such substituted machine without the payment of an additional license tax for the unexpired period of the license carried on such discontinued machine; provided, however, that such person surrender the unexpired license of such discontinued machine to the collector and obtain from the collector a new license for such unexpired period for the replacing machine.

4. Location Of Machines: No license as provided in this chapter shall be issued for the maintaining of any vending, weighing, entertainment or amusement machine upon any public street, sidewalk, alleyway or court within the city.

C. Junk Dealers And/Or Collectors:

1. Permit Required: Before any person shall engage in the city in the business of buying or selling old rope, brass, copper, tin, lead, rags, slush, empty bottles, paper,

bagging, or other junk whether at a fixed place of business or as an itinerant peddler, he shall make application to the city council for a permit to engage in such business. Such application shall be referred to the chief of police, who shall make an investigation concerning the character of the applicant, and within seven (7) days shall report thereon to the city council. Upon receiving such report, the city council shall grant or deny the applicant a permit to engage in such business, and such permit shall be granted unless it shall appear from such report of the chief of police that the applicant is not a person of good moral character, or has not a good character in respect to honesty and integrity; provided, however, that no such permit shall be granted unless the city council find that such applicant, or if the applicant be a corporation, the manager thereof, has been a resident of the city for not less than ninety (90) days prior to such application.

2. Registration Of Purchases: Every person maintaining or operating a junk shop or junkyard shall keep at his place of business a substantial well bound book, and shall promptly enter therein an exact description of all personal property purchased by him or it, the date of purchase, name and residence or place of business of the person from whom purchased, and all particular or prominent marks of identification that may be found on such property. Such book shall be kept neat and clean, and all entries made therein shall be neatly and legibly written in ink. Such book shall at all times during the ordinary hours of business be open to the inspection of the chief of police, or any other city officer.

3. Required Holding Period: All junk purchased by owners or keepers of junk shops or junkyards shall be held for a period of at least nine (9) days before the same shall be sold.

4. Pawning And Pledging Prohibited: No owner or keeper of a junk shop or junkyard shall receive any personal property by way of pledge or pawn, nor shall any owner or keeper of a junk shop or junkyard engage in the business of pawnbroking on the same premises wherein a junk shop or junkyard is located.

5. Hours Of Business: No junk peddler shall purchase or collect any junk in the city between the hours of six o'clock (6:00) P.M. and six o'clock (6:00) A.M.

6. Revocation Of Permit: The city council may revoke the junk dealer permit granted to any person upon failure of such person to conduct and carry on such business in accordance with the provisions of this subsection; and such permit may likewise be revoked, if in the conduct of such business, any law of the state, county or city be violated.

7. Places Of Business: It shall be unlawful for any owner, tenant or lessee of any premises in the city, or the owner, tenant or lessee of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle to keep, place or maintain thereon, or to permit the keeping, placing or maintaining thereon, of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle which is used or which is to be used for a dental or chemical laboratory or for the display or selling of merchandise therein, or to use or permit the use of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle on any premises in the city for business, religious, educational, retail, commissary, shop, storage, office purposes or for other type of commercial retail purpose.

D. Bingo Games:

1. Bingo Games Allowed Only By Eligible Organizations With Proper City Permit: Bingo games within the city are illegal except those organizations exempted from the payment of the bank incorporation tax by sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, and 23701l of the California Revenue and Taxation Code and by mobile home park associations and senior citizens' organizations; provided, that the proceeds of such games are used only for charitable purposes; and provided, that these eligible organizations have applied for and received the proper city bingo license and conformed to section 326.5 of the California Penal Code and the provisions of this chapter.

2. Application And Fee For License: Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application, in writing, to the office of the ~~finance director~~ Director of Planning and Engineering on a form provided by the city. The issuing authority shall be the ~~finance director~~ Director of Planning and Engineering, after approval of the chief of police. The license shall be for a term of one year from the date of issuance. The license fee, whether for the initial license or renewal, will be fifty dollars ($50.00) annually. If an application for a license is denied, one-half (1/2) of the license fee paid shall be refunded to the organization.

3. Contents Of Application: Said application for a bingo license shall obtain the following information:

a. The name, address, date, place of birth, physical description and driver's license number of every officer of the charitable organization.

b. The name, address, date, place of birth, physical description and driver's license number of not more than twenty (20) members who will be authorized to operate the licensed bingo games on behalf of the organization.

c. The particular property within the city including the street number owned or leased by the applicant, and used by such applicant for an office or for the performance of the purposes for which the applicant is organized, on which property bingo games will be conducted together with the occupancy capacity of such place.

d. The proposed days of week and hours of day for conduct of bingo games.

e. That the applicant agrees to conduct the bingo games in strict accordance with section 326.5 of the California Penal Code and this chapter as they may be amended from time to time and agrees that the license to conduct bingo games may be revoked by the chief of police when there is a violation of this chapter or other applicable laws.

f. The application shall be signed by said applicant under penalty of perjury.

g. The annual license fee shall accompany the application.

h. The applicant shall also submit, with its application, a certificate or determination of exemption under section 23701d of the California Revenue and Taxation Code, or a letter of good standing from the exemption division of the franchise tax board in Sacramento, showing exemption under said section 23701d.

4. Investigation Of Applicant: Upon receipt of the completed application and the fee, the ~~finance director~~ Director of Planning and Engineering shall refer the application to the appropriate departments of the city for investigation, as to whether or not all the statements in the application are true, and whether or not the property of the applicant qualifies and the extent to which it qualifies, as property in which bingo games may lawfully be conducted, as to fire, occupancy and other applicable restrictions.

5. Contents Of License: Upon being satisfied that the applicant is fully qualified under the law to conduct bingo games within the city, and the police department has investigated the application, the ~~finance director~~ Director of Planning and Engineering shall issue a license to said applicant, which shall contain the following information:

a. The name and nature of the organization to whom the license is issued.

b. The address where bingo games are authorized to be conducted.

c. The occupancy capacity of the room in which bingo games are to be conducted.

d. The days of the week and times during which games may be conducted.

e. The date of the expiration of such license.

f. Such other information as may be necessary or desirable for the enforcement of this subsection.

6. Consent: The application for or acceptance of a license constitutes:

a. Consent to the entry of any public officer or peace officer to investigate the location identified in the application before the issuance of a license, as well as during any game thereafter.

b. Consent to the chief of police or his agents to review or audit the charitable organization's records relating to the conduct of bingo games into the special account required by California Penal Code section 326.5(j) for the purposes of verifying compliance with the financial interest and special fund requirements of Penal Code section 326.5 and with this chapter and with all other applicable laws and regulations.

7. Violation A Misdemeanor: Any person who conducts a bingo game without the proper license as required by this chapter, or who operates a bingo game in violation of any of the requirements of this chapter, or who operates any bingo game after the suspension or revocation of a bingo license is guilty of a misdemeanor.

8. Summary Suspension Or Revocation: The chief of police may suspend or revoke a license for any violation of the provisions of this subsection or of any applicable law or regulation, or for any false, misleading or fraudulent statement of a material fact in the application for the license, or in the promotion, supervision, operation, conduct or staffing of any bingo game.

9. Notice Of Suspension Or Revocation: When it appears that there is probable cause for a suspension or revocation, the chief of police shall prepare a written statement showing the cause and the specific action to be taken. This written notice shall be served on an officer or member of the organization listed on the license application.

10. Appeal Process:

a. After receiving the written notice of suspension or revocation, the affected licensee may file a written request for an appeal hearing with the city manager. The decision of the city manager will be final. The written request for an appeal hearing must be filed with the city manager's office no later than seven (7) calendar days after receiving the written notice of suspension from the chief of police.

b. This appeal hearing must be held within thirty (30) days of the request being filed with the city manager. Upon the conclusion of the appeal hearing, the city manager shall issue his or her written decision within ten (10) days.

c. Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the city for a period of one year from the date of such revocation; provided, however, if the ground for revocation is the cancellation of the exemption granted under section 23701d of the Revenue and Taxation Code, such organization may again apply for a license upon proof of reinstatement of said exemption.

11. Definition Of Bingo: As used in this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols designated on a card which conform to numbers or symbols selected at random.

12. Maximum Amount Of Prize: The total value of prizes awarded during the conduct of any bingo games shall not exceed two hundred fifty dollars ($250.00) in cash or kind, or both, for each separate game which is held.

13. Profits To Be Kept In Separate Fund Or Account: All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. The licensee shall keep full and accurate record of the income and expenses received and disbursed in connection with its operation, conduct, promotion, supervision and any other phase of bingo games which are authorized by this chapter. The city, by and through its authorized officers, shall have the right to examine and audit such record at any reasonable time and licensee shall fully cooperate with the city by making such records available.

14. Financial Interest In Licensee Only: No individual, corporation, partnership or other legal entity except the licensee shall hold a financial interest in the conduct of such bingo game.

15. Exclusive Operation By Licensee: A bingo game shall be operated and staffed only by members of the licensee organization. Such members shall not receive a profit, wage or salary from bingo game. Only the licensee shall operate such game, or participate in the promotion, supervision or any phase of such game.

16. Bingo Games Open To Public: All bingo games shall be open to the public, not just to the members of the licensee organization.

17. Attendance Limited To Occupancy Capacity: Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the fire department and building department of the city in accordance with applicable laws and regulations. Licensee shall not reserve seats or space for any person.

18. Bingo Games Conducted Only On Licensee's Property: A licensee shall conduct a bingo game only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. The license issued under this chapter shall authorize the holder thereof to conduct bingo games only on such property, the address of which is stated in the application. In the event the described property ceases to be used as an office and as a place for performance of the purposes for which the licensee is organized, the license shall have no further force or effect. A new license may be obtained by an eligible organization, upon application under this chapter, when it again owns or leases property used by it for an office or for performance of the purposes for which the organization is organized. Nothing in this subsection should be construed to require that the property owned or leased by the organization be used or leased exclusively by such organization.

19. Bingo Cards: Only preprinted cards that bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinances" are to be used in any bingo game.

20. Minors Not To Participate: No person under the age of eighteen (18) years of age shall be allowed to participate in a bingo game.

21. Intoxicated Persons Not To Participate: No person who is obviously intoxicated shall be allowed to participate in a bingo game.

22. Hours Of Operation: No licensee shall conduct any bingo game more than ten (10) hours out of any twenty four (24) hour period. No bingo game shall be conducted before ten o'clock (10:00) A.M. nor after twelve o'clock (12:00) midnight of any day.

23. Participant Must Be Present: No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

24. Receipt Of Profit By A Person A Misdemeanor Under State Law: It is a misdemeanor under section 326.5(b) of the Penal Code of the state of California for any person to receive a profit, wage or salary from any bingo game authorized under this chapter, a violation of which is punishable by a fine not to exceed ten thousand dollars ($10,000.00), which fine shall be deposited in the general fund of the city.

25. City May Enjoin Violation: The city may bring an action in a court of competent jurisdiction to enjoin a violation of section 326.5 of the California Penal Code or of this subsection.

26. Severability: If any portion of this subsection 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 portion of this subsection. The city council hereby declares that it would have adopted this subsection and each portion thereof, irrespective of the fact that any one or more sections, subsections or portion be declared invalid or unconstitutional.

E. Community Civic Events:

1. City Council Findings: The city council finds and declares that it has historically closed city streets in portions of the downtown area, for the purpose of assisting certain community and regional events benefitting the city, the community at large,

and nonprofit organizations operating in the city. Control over the operation of these community civic events has traditionally been turned over to the entity sponsoring the event. The city council finds and declares that there is a need to provide written guidelines and regulations on how these community civic events shall operate.

2. Purpose: The purpose of this subsection is to establish a legal framework for the operation of community civic events, to set forth minimal requirements for sponsors of these events, to meet the need for order and control during these events, and to ensure that the theme or character of the event is maintained, and that use of public property is compatible with the event.

3. Definition: "Community civic event" (hereafter referred to as "CCE") shall mean the sponsoring and conducting by a nonprofit organization of a civic, artistic, cultural, charitable, educational, veteran or benevolent activity of community interest. The council shall require reasonable proof of the nonprofit status of the sponsoring organization.

4. Participation: Participation in a CCE and use of public right of way shall be limited to those members of the sponsoring organization, in good standing with the organization, and those persons and vendors as may be approved by the sponsoring organization.

5. Permit Required: The CCE sponsor shall obtain a CCE permit from the city not less than thirty (30) nor more than one hundred eighty (180) days before the commencement date of the proposed permit activities; provided, that the council may waive these time requirements if it determines such a waiver to be in the public interest. Upon receipt of an application, the business license clerk shall circulate the application to the following departments for comments and approval: police department, fire department, finance department, ~~department of community development~~, Planning and Engineering department, public works department, parks and recreation department, and risk management department. These departments may impose terms and conditions upon the CCE permit and issuance and approval of the permit is conditioned upon compliance with the required conditions. At a minimum, the permit shall include conditions for holding the city harmless, maintaining minimum limits of liability insurance in accordance with city standards, providing security and traffic control, providing adequate restroom and sanitation facilities, and paying for the cost of city services. The nonprofit sponsor of the CCE shall be exempt from a license fee. Said permit shall be valid for a maximum of four (4) consecutive days. If an event runs for four (4) consecutive days, one of those days must include a Saturday, Sunday or national holiday. No person or sponsoring organization shall fail to keep the permit, at all times, at the place where the activities are being conducted, nor fail upon demand therefor to exhibit such permit to any public officer. The permit may be revoked for noncompliance with the conditions of the permit and the provisions of this subsection. Revocation may be made by the council, city manager, chief of police, or their designees. If the grounds for revocation occur during the CCE, the council, city manager, chief of police or their designee shall first advise the CCE sponsor of the grounds for revocation and provide an opportunity to correct the same. The permit may also be revoked during the CCE if fire or another emergency requires the CCE to be terminated to protect the public safety. When the

permit is revoked for this reason, all CCE participants must immediately comply with instructions from any city police officer or fire department personnel.

6. Application: The application for the CCE permit shall contain:

a. The name of the applicant, the sponsoring organization, the CCE chairperson, and the addresses and telephone numbers of each.

b. The location and outside perimeter of the CCE area, indicated upon a map of the area.

c. The date and times at which the CCE activities are to take place.

d. A description of the CCE activities which will be conducted.

A preliminary list of persons who will be engaging in the CCE, and a preliminary list of persons engaging in temporary selling activities at any time during the dates and times for which a temporary selling permit has been granted shall be furnished to the city no later than one week before the CCE is to take place. An amended list of all participants is required to be submitted in conjunction with the payment of business license fees per subsection E16 of this section.

The council shall cause such application to be investigated and shall grant the permit if it determines that the proposed CCE activities will not disrupt to an unreasonable extent the movement of vehicular or pedestrian traffic or create a hazard to the public; that the proposed CCE activities are not of a size or nature that requires the diversion of so great a number of police personnel to regulate such CCE activities that it prevents reasonable police protection for the city; that the concentration of persons, equipment and materials is not so great in the CCE areas that it would prevent proper fire, police and ambulance protection; and that the CCE permit applicant agrees to be responsible for cleanup necessitated by the proposed activities. The council may, in its discretion, require a cleanup deposit to guarantee that cleanup takes place. The council shall condition the granting of permits upon compliance with the provisions of this subsection and also with such other conditions as the council may deem necessary to impose for the proper protection of persons and property.

7. Responsible Party: The sponsoring organization shall be responsible for the CCE and for all necessary planning, physical facilities, equipment, fire lanes, and removal, cleanup, and staffing. The sponsoring organization shall be responsible for any necessary permits and code requirements for the conduct of such CCE as may be required by county and state agencies and coordination with appropriate city departments, such as police and fire. All necessary certificates and approvals by any health or other governmental organization shall be in possession of the person representing the sponsoring entity in such CCE.

8. Management: Subject to the minimum requirements imposed by this subsection, the CCE sponsor shall:

a. Promulgate rules and regulations for the CCE, including rules and regulations to maintain the theme or character of the CCE. A copy of the rules and regulations shall be submitted to the business license clerk prior to the CCE.

b. Have control over the terms and conditions under which persons chosen to provide vending services will operate at a CCE including, but not limited to,

products sold, hours of sale, fees, vendor locations and issuance of seller permits.

c. Take any other actions which are necessary for the efficient management and operation of the CCE.

9. Minimum Requirements: The CCE sponsor shall abide by the following minimum requirements. These minimum requirements shall be deemed a part of the permit conditions and may be supplemented by resolution of the city council.

a. Maintain openings between vendor booths or sizes, and at locations and distances, required by the city. The required openings shall be identified on the CCE sponsor's street plan.

b. Not use any permanent or semipermanent paint or other markers to delineate or mark the location or other direction on any public street, sidewalk, alley or parking lot.

c. Not discriminate in the selection of any vendor on the basis of race, color, religion, sex, national origin, or familial status, or violate any law with respect to the selection of any vendor.

d. Require that all vendors obtain and display all appropriate permits, licenses, and certificates, and comply with all applicable federal, state and local laws, ordinances, and regulations.

e. Require that all vendors maintain their spaces in a clean and sanitary condition, including the removal of containers, waste and trimmings before leaving the area.

f. Require that vendors take sufficient measures to keep the city storm drain system free from contamination, and require that food vendors take special precaution to keep grease and other waste products off all public streets, sidewalks, alleys and parking lots.

g. Provide on site personnel who can be contacted by appropriate city officials for immediate corrective action either for noncompliance with this subsection or the permit conditions, for emergencies, or for actions deemed necessary by the city official. Such personnel shall be equipped with appropriate means of communication to be made known to the city by the CCE sponsor prior to the CCE.

h. Distribute the rules and regulations to each person participating in the CCE.

10. Cost Of CCE: The CCE sponsor will be responsible for the costs associated with the CCE, including, but not limited to, the cost of city services related to the CCE, and the cost of repair of any damage caused to any public property and rights of way, including landscaping. The CCE sponsor may apply to the city council for cooperation in presenting a CCE and request financial assistance for some or all of the costs of city services related to the CCE.

11. Permit To Sell: No person shall sell or offer to sell any item at the CCE except under the authority of a valid permit approved by the CCE sponsor. The CCE sponsor shall designate a person or persons responsible for issuing permits to sell. A seller's permit shall not be required for existing businesses selling merchandise from their

stores. Whenever the CCE sponsor in good faith believes that a vendor has violated the conditions of the seller's permit, the CCE sponsor may immediately suspend the seller's permit. Vendors shall have an opportunity to appeal the denial or suspension of a seller's permit as set forth in subsection E20 of this section. Permits to sell shall give a seller (including vendors, peddlers and other sellers) the privilege of selling at the CCE only if the following conditions are met:

a. The seller properly files an application for a permit to sell at the CCE with the CCE sponsor.

b. The seller complies with all federal, state and local laws and regulations relating to the CCE, including the rules and regulations of the CCE sponsor.

c. The seller obtains all required permits, licenses and certificates.

d. The seller pays all required fees to the appropriate authorities, including any fees due the sponsor.

e. The seller grants permission to the CCE sponsor, or an authorized representative, to enter the seller's premises for the reasonable inspection of land, facilities, and records, in order to determine whether the seller is in compliance with the permit conditions, the rules and regulations of the CCE sponsor, and the terms of this subsection.

12. Peddlers And Itinerant Vendors: All peddler and itinerant vendor permits and licenses issued by the city shall be deemed suspended for the duration of any CCE. All permit and license holders shall be notified of this provision. No person holding a peddler or itinerant vendor permit or license shall sell merchandise within the designated CCE area for the duration of any declared CCE unless the holder of the peddler or itinerant vendor permit or license has a written agreement with the CCE sponsor to participate in the CCE, or otherwise has a seller's permit from the CCE sponsor. The CCE sponsor shall allow peddler and itinerant vendor permit and license holders with suspended city permits and licenses under this subsection the same opportunity to participate in a declared CCE as the CCE sponsor offers to other vendors.

13. Sidewalks: The city shall not approve vendor or sidewalk sales or other activities within the closure area for a CCE. The sponsoring entity may allow such sales or events, however selling activity during a parade must take place in conformity with subsection G of this section.

14. Parades: Any person or organization desiring to have a parade as a CCE or in connection with a CCE, and all vendors, peddlers, solicitors, or merchants not located inside a commercial location, shall comply with subsection G of this section in addition to the provisions of this subsection.

15. Interference: It shall be unlawful for any person to interfere with, disrupt or impede a permitted CCE. It shall also be unlawful for a person to put up any booth, table, chair, stool, structure, vehicle or piece of equipment in any public area located within a designated CCE area for which a CCE sponsor has been issued a permit without consent of the CCE sponsor. This subsection E15 shall not apply to persons acting under the direction or control of the city.

16. Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the ~~finance department~~ Department of Planning and Engineering, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

17. Charges And Exhibit Fees: The sponsoring entity may impose a reasonable charge or exhibit fee on each participating seller or exhibitor and shall be responsible for enforcing all requirements of this subsection and regulations imposed by the sponsoring entity. Any net profit received by the sponsoring organization shall be utilized for the civic, artistic, cultural, charitable, educational, veteran or benevolent activities of the organization within the city of Porterville.

18. Insurance: The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars ($1,000,000.00) per occurrence of bodily injury and property damage, combined single limit.

19. Violations: Any person who violates the provisions of this subsection E shall be deemed guilty of either a misdemeanor or an infraction, in accordance with section 15-21 of this article. In addition, civil penalties of one hundred dollars ($100.00) for a first violation and up to one thousand dollars ($1,000.00) for subsequent violations may be imposed. Every day that any such violation continues shall constitute a separate offense. In addition, the CCE sponsor is authorized to take civil action to enforce the requirements of this subsection, and the rules and regulations established by the CCE sponsor. The remedies provided herein shall not be exclusive, and the violation of any provision of this subsection E shall be subject to other remedies as may be provided by law.

20. Appeal Of The Denial Or Suspension Of A Seller Permit: After the denial or suspension of a seller's permit, the CCE sponsor shall allow the vendor an opportunity for an appeal hearing before the CCE sponsor's governing board, or if no governing board, the person with the highest decision making authority, to determine if the permit shall be issued, further suspended, reinstated, or revoked for repeated

violations. The hearing shall be held within a reasonable time, depending on the date and duration of the CCE, no later than thirty-five (35) days. The CCE sponsor shall establish procedures for the conduct of the hearing.

21. Other Rules And Regulations; Applicability: The CCE sponsor shall comply with all other applicable city ordinances, resolutions, policies, rules and regulations.

22. Compatibility With State And Federal Laws And Constitutions: It is the intention of the city council and the people of the city of Porterville that these subsections shall be interpreted in a manner compatible with the state of California constitution and the United States constitution and the laws of the state of California and the United States.

23. Severability: If any paragraph, sentence, clause or phrase of this subsection are for any reason held to be unconstitutional or invalid, that holding shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have passed these subsections, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases might be declared unconstitutional or invalid.

F. Fortune Telling:

1. Purposes And Findings:

a. The practice of "fortune telling", as defined in this subsection, has historically been subject to abuse by certain unscrupulous practitioners using the practice to commit fraud and larceny upon clients.

b. It is the purpose of this subsection to regulate the practice of fortune telling in such a manner as to reduce the risk of fraud and larceny to clients while allowing fortune tellers to provide their services to clients with only minimal restrictions.

c. The provisions of this subsection requiring a permit, posting of fees, providing receipts and allowing client recordation of the consultation, will make it more difficult for an unscrupulous fortune teller to commit fraud or larceny, and yet, as informational regulations, will not affect the nature of the information conveyed by the fortune teller nor the manner in which it is conveyed. These regulations require only minimal expense and effort on the part of the fortune teller and will not, therefore, impose any undue burden on their practices.

d. "Fortune telling" for entertainment purposes, as defined in this subsection, does not create the same risk of fraud and larceny by an unscrupulous practitioner as would the practice with an individual client because it is done with a group at a public place for the purpose of entertaining and not to deal with the private concerns of an individual.

e. For these and other reasons, the provisions of this subsection are necessary to protect the health, safety and welfare of the community.

2. Permit Required: No person shall conduct, engage in, carry on, participate in, or practice fortune telling or cause the same to be done for pay without having first obtained a permit therefor.

3. Definitions: As used in this subsection:

FOR PAY: For a fee, reward, donation, loan or receipt of anything of value.

FORTUNE TELLING: Shall mean and include telling of fortunes, forecasting of future events or furnishing of any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power, faculty or force, including, but not limited to, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves or other such reading, mediumship, seership, prophecy, augury, astrology, palmistry, divination, soothsaying, mantic, necromancy, mind reading, telepathy, or other craft, art, cards, talisman, charm, potion, magnetism, magnetized article or substance, crystal gazing, or magic, of any kind or nature.

4. Permit Application: Every natural person who, for pay, conducts, engages in, carries on, or practices fortune telling shall file a separate verified application or a permit with the ~~business license officer~~ Director of Planning and Engineering, or designee. The application shall contain:

a. The name, home and business address, and home and business telephone number of the applicant.

b. The record of conviction for violations of the law, excluding minor traffic violations.

c. The fingerprints of the applicant on a form provided by the police department.

d. The address, city and state, and the approximate dates where and when the applicant practiced a similar business, either alone or in conjunction with others.

e. A nonrefundable application fee in an amount of one hundred dollars ($100.00) to cover cost incurred by the city in staff time, and other expenses involved in investigation and processing of permit.

5. Investigation: Upon the filing of the application, it shall be referred to the police department for investigation, report and recommendation. The investigation shall be conducted to verify the facts contained in the application and any supporting data. The investigation shall be completed and a report and recommendation made in writing to the Director of Planning and Engineering, or designee, within twenty-one (21) days after the filing of the application, unless the applicant requests or consents to an extension of the time period. If the report recommends denial of the permit to the applicant, the grounds for the recommended denial shall be set forth therein.

6. Hearing And Decision By ~~Business License Officer~~ Director of Planning and Engineering: The ~~business license officer~~ Director of Planning and Engineering, or designee, shall consider the application and the police department report and recommendation at a hearing held not less than seven (7) nor more than fourteen (14) days following receipt of the police department report described in subsection F5 of this section. Notice of the time and place of the hearing and a copy of the police department report shall be given to the applicant personally or by certified mail by the business license officer at least five (5) days prior to the hearing. Any interested parties shall be heard at the hearing. City shall have the burden of proof to show the permit should be denied. The decision of the business license officer to approve, deny

or conditionally approve the permit shall be in writing, and if adverse to the applicant, shall contain findings of fact and a determination of the issues presented. Unless the applicant agrees in writing to an extension of time, the ~~business license officer~~ Director of Planning and Engineering, or designee, shall make his or her decision approving, denying, or conditionally approving the permit within twenty-four (24) hours after completion of the hearing on the application for a permit and shall notify the applicant of his or her action by personal service or certified mail.

7. Approval Of Permit: The ~~business license officer~~ Director of Planning and Engineering, or designee, shall approve or conditionally approve the permit if he or she makes all of the following findings:

a. All the information contained in the application and supporting data is true;

b. The applicant has not, within one year from the date of the application, been convicted of any violation of this subsection or crimes involving prediction of future events by the occult arts, larceny, perjury, bribery, extortion, fraud, or crimes involving moral turpitude;

c. The applicant has paid the required business license fee; and

d. The applicant agrees to abide by and comply with all conditions of the permit and applicable laws.

8. Term Of Permit: The term of the permit and the term of the business license shall be for one year from the date of issuance. A renewal application shall be filed no later than thirty (30) days prior to the expiration of the permit and shall be processed in the same manner as a new application.

9. Posting Of Fees:

a. Each person required to obtain a permit pursuant to this subsection shall post on his or her business premises a sign containing the following information:

(1) The true name of the fortune telling practitioner;

(2) Each service provided by the fortune telling practitioner;

(3) The fees charged for each service provided by the fortune telling practitioner;

(4) The statement, "By law, this business is prohibited from charging or soliciting any fee, payment or remuneration beyond these established rates".

b. The sign required by this subsection F9 shall be prominently posted in the interior of the business premises at a point near the entry and shall be conspicuously visible to every person seeking the services of the fortune teller. The sign lettering shall be of uniform size with each letter at least one-half inch (1/2") in height.

c. If the fortune telling service is provided at a location other than the fortune teller's permanent place of business, the fortune teller shall provide the information required by this subsection on eight and one-half by eleven-inch (8 1/2 x 11") paper and legibly printed or typewritten. The paper shall also include the name and permanent address of the person providing the fortune telling services. A true, correct and complete copy of such paper shall be given to each client prior to providing any fortune telling services.

d. No person shall charge any fee, payment, remuneration, or item of value for fortune telling services in excess of the fees set forth on the sign or paper required by this subsection F9.

10. Receipts: Prior to the acceptance of any money or item of value from a client, other than the acceptance of a gratuitous tip given voluntarily by the client, which is in addition to the fee, the fortune teller shall issue a written receipt to the client, clearly showing:

a. Date;

b. Name of client;

c. Amount of money received or specific description of item of value received; and

d. Purpose for which the money or item of value was received.

11. Client's Record Of Consultation: No person engaging in fortune telling services shall prohibit a client from making an audio recording or taking written notes of the information conveyed by the fortune teller.

12. Exception Entertainment: The provisions of this subsection shall not apply to any person engaged solely in the business of entertaining the public by demonstrations of fortune telling at public places and in the presence of and within the hearing of all other persons in attendance, and at which no questions are answered as part of such entertainment except in a manner to permit all persons present at such public place to hear such answers.

13. Exception; Religious Practice: The provisions of this subsection shall not be applicable to any person conducting or participating in any religious ceremony or service when such person holds a certificate of ordination as a minister, missionary, medium, healer, clairvoyant, or similar position (hereinafter collectively referred to as "minister") from any bona fide church or religious association having a creed or set of religious principles that is recognized by all churches of like faith which provides for fortune telling; provided, that:

a. Except as provided in subsection F13c of this section, the minister's fees, gratuities, emoluments, and profits shall be regularly accounted for and paid solely to or for the benefit of the bona fide church or religious association, as defined in this subsection.

b. The minister holding a certificate of ordination from such bona fide church or religious association, as defined in this subsection, shall file with the ~~business license officer~~ Director of Planning and Engineering, or designee, a certified copy of the minister's certificate of ordination and the minister's name, age, street address, and telephone number in this city where the activity set forth in this subsection is to be conducted.

c. Such bona fide church or religious association, as defined in this subsection, may pay to its ministers a salary or compensation based upon a percentage basis, pursuant to an agreement between the church or religious association and the minister which is embodied in a resolution and transcribed in the minutes of such church or religious association.

G. Parades:

1. Application And Approval: Parades will only be allowed in conjunction with a community civic event referenced in subsection E of this section.

2. Selling Activity During A Parade: In order to maintain public safety and promote the good order of a parade, no vendor, peddler, solicitor, or merchant shall be permitted in the parade route once the parade begins. No vendor, peddler, solicitor, or merchant shall be permitted to conduct business on sidewalks or walkways or other areas that may impede pedestrian traffic. Any vendor, peddler, solicitor, or merchant not located inside a commercial location shall be limited to side streets once the parade begins. No vendor, peddler, solicitor, or merchant shall impede the view of any spectator during the event. All vendors, peddlers, solicitors, and merchants shall be prohibited from selling products at or near the event that are deemed to be a nuisance or contrary to the good order of the parade. These items include, but are not limited to:

a. Silly string;

b. Snap caps;

c. Party poppers;

d. Any projectile and/or launcher.

3. Movement Of Public Safety Equipment: The conduct of such parade shall not interfere with the movement of firefighting or police equipment. (Ord. 1324, 12-18-1984; Ord. 1326, 5-7-1985; Ord. 1346, 3-18-1986; Ord. 1384 § 2, 8-4-1987; Ord. 1584, 10-19-1999; Ord. 1586, 5-16-2000; Ord. 1612, 8-20-2002; Ord. 1613 §§ 1, 2, 3, 9-17-2002; Ord. 1625, 11-19-2002; Ord. 1718 § 1, 3-20-2007; Ord. XXXX, [date].)

15-21: VIOLATION:

Any person violating this chapter or any provisions thereof shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment. Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense. Notwithstanding the classification of a violation of this article as a misdemeanor, at the time an action is commenced to enforce provisions of this article, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this article shall be punished by:

A. A fine not exceeding fifty dollars ($50.00) for a first violation;

B. A fine not exceeding one hundred dollars ($100.00) for a second violation of this article within one year; and

C. A fine not exceeding two hundred fifty dollars ($250.00) for each additional violation of this article within one year. (Ord. 1324, 12-18-1984; Ord. 1531 § A3, 6-18-1996)

ARTICLE II. LICENSE TAXES

SECTION:

15-22: How And When Payable

15-23: Gross Receipts, Semiannual

15-24: Other Than Gross Receipts

15-22: HOW AND WHEN PAYABLE:

All license fees shall be payable in advance and shall be refundable only as allowed in this chapter.

Unless otherwise specifically provided, all annual license taxes, under the provisions of this chapter, shall be due and payable in advance on July 1 of each year.

Except as otherwise herein provided, license taxes, other than annual, required hereunder shall be due and payable as follows:

A. Semiannual license taxes, on January 1 and July 1 of each year.

B. Quarterly license taxes, on the first day of July, October, January and April of each year.

C. Monthly license taxes, on the first day of each and every month.

D. Weekly license taxes on Monday of each week in advance.

E. Daily license taxes each day in advance. (Ord. 1324, 12-18-1984)

15-23: GROSS RECEIPTS, SEMIANNUAL:

A. Classification A:

Gross Receipts	**License Tax**
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	50.00
50,001.00 to 75,000.00	75.00
75,001.00 to 100,000.00	100.00
100,001.00 to 150,000.00	125.00
150,001.00 to 200,000.00	150.00
200,001.00 to 300,000.00	200.00
300,001.00 to 400,000.00	300.00
400,001.00 to 600,000.00	400.00
600,001.00 to 800,000.00	500.00
800,001.00 to 1,000,000.00	600.00
1,000,001.00 and over	700.00 plus, per each additional $200,000.00 $100.00

Acupuncture.

Appraiser.

Architect.

Assayer.

Attorney at law.
Auctioneer.
Auditor or accountant.
Bacteriologist.
Chemists or chemical laboratory.
Chiropractor.
Civil engineer.
Collection agency.
Dental laboratory.
Dentists.
Electrical engineer.
Financial planner.
Geologist.
Hydraulic or mining engineer.
Insurance adjuster.
Insurance broker.
Investment counselor.
Mechanical engineer.
Medical laboratory.
Optician.
Optometrist.
Osteopath.
Personal loans/supplier of financing.
Physician.
Podiatrist.
Psychiatrist.
Psychoanalyst.
Psychologist.
Real estate broker.
Stock salesperson.
Stockbroker.
Structural engineer.
Surgeon.
Surveyor.
Veterinarian.
All other professions not hereinabove specifically set forth, and other businesses not specifically set
forth in this chapter, operating on a net profit of ten and one- hundredth percent (10.01%) or more will

be classified in the above category.

B. Classification B:

Gross Receipts	**License Tax**
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	47.50
50,001.00 to 75,000.00	65.00
75,001.00 to 100,000.00	80.00
100,001.00 to 150,000.00	95.00
150,001.00 to 200,000.00	110.00
200,001.00 to 300,000.00	200.00
300,001.00 to 400,000.00	135.00
400,001.00 to 600,000.00	185.00
600,001.00 to 800,000.00	210.00
800,001.00 to 1,000,000.00	235.00
1,000,001.00 and over	260.00 plus, per each additional $200,000.00 $25.00

Auction sales.

Bakeries.

Barbershops.

Bedsprings and mattress manufacturers.

Book publishing and printing.

Builders.

Bus lines.

Confectioners.

Contractors.

Dairy product manufacturers.

Dry cleaning plants and agencies.

Foundries.

Fruit and vegetable canneries.

Gardening.

Handymen.

Hospitals.

Hotels, motels, auto courts, etc.

Iron and steel fabricators.

Junk dealer/collector.

Laundry.

Linen supply.

Machine shops.

Maintenance service - building, janitorial, yard, etc.
Manufacture of agricultural or industrial chemicals.
Manufacture of bodies for automobiles, buses, or trucks.
Manufacture of concrete, gypsum, and plaster products.
Manufacture of paints, varnishes, and lacquers.
Maternity homes.
Meat and provisions packers.
Mortuaries.
Newspapers, other than daily, with offices inside city.
Petroleum refineries.
Photographer (itinerant photographers, see subsection 15-24A29 of this article).
Printers.
Private patrol, private patrol service.
Recyclable waste hauler.
Renting of automobiles, trucks and trailers.
Rest homes.
Sanatorium.
Secondhand dealers.
Soft drink bottles.
Stamp redemption.
Trade schools.
Transient vehicles and recreation vehicle parks.
Tree trimming.
Water companies not under city franchise.
Manufacturers and other businesses not specifically set forth in this chapter, operating on a net profit
of ten percent (10%) to four and one-hundredth percent (4.01%) will be classified in the above
category.

C. Classification C:

Gross Receipts	**License Tax**
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	45.00
50,001.00 to 75,000.00	60.00
75,001.00 to 100,000.00	75.00
100,001.00 to 150,000.00	90.00
150,001.00 to 200,000.00	105.00
200,001.00 to 300,000.00	120.00

300,001.00 to 400,000.00	135.00
400,001.00 to 600,000.00	150.00
600,001.00 to 800,000.00	165.00
800,001.00 to 1,000,000.00	180.00
1,000,001.00 and over	195.00 plus, per each additional $200,000.00 $15.00

Bowling alleys.

Gasoline service stations.

Ice depot and production.

Restaurants.

Retail milk trucks.

Rock, sand, gravel, dirt, mixed concrete, etc.

Skating rinks.

Theaters and movie houses.

Retailers and other businesses not specifically set forth in this chapter, operating on a net profit of four

percent (4%) to two and one-hundredth percent (2.01%) will be classified in the above category.

D. Classification D:

Gross Receipts	**License Tax**
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	40.00
50,001.00 to 75,000.00	50.00
75,001.00 to 100,000.00	60.00
100,001.00 to 150,000.00	75.00
150,001.00 to 200,000.00	90.00
200,001.00 to 300,000.00	100.00
300,001.00 to 400,000.00	110.00
400,001.00 to 600,000.00	125.00
600,001.00 to 800,000.00	140.00
800,001.00 to 1,000,000.00	155.00
1,000,001.00 and over	170.00 plus, per each additional $200,000.00 $15.00

Automobile dealers.

Automobile wrecking.

Drays, motor trucks, etc., for transportation of freight.

Gasoline and oil distributors.

Trucking or delivery, with offices within city.

Wholesale and other businesses not specifically set forth in this chapter, operating on a net profit of two percent (2%) or under will be classified in the above category.

E. Classification; Procedure For Review: In any case where a business license holder or an applicant for a business license believes that his individual business is not assigned to the proper classification under this section because of circumstances peculiar to it, as distinguished from other businesses of the same kind, he may apply to the collector for reclassification. Such application shall contain such relevant information as the collector may deem necessary and required in order to determine whether the applicant's individual business is properly classified. The collector shall then conduct an investigation, following which he shall assign the applicant's individual business to the classification shown to be proper on the basis of such investigation. The proper classification is that classification which, in the opinion of the collector, most nearly fits the applicant's individual business. The reclassification shall not be retroactive but shall apply at the time of the next regularly ensuing calculation of the applicant's tax. No business shall be classified more than once in one year.

F. Reclassification; Notice Of Action; Procedure For Hearing: The collector shall notify the applicant of the action taken on the application for reclassification. Such notice shall be given by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to the applicant at his last known address. Such applicant may, within fifteen (15) days after the mailing or serving of such notice, make written request to the collector for a hearing on his application for reclassification. If such request is made within the time prescribed, the collector shall cause the matter to be set for hearing. The collector shall give the applicant at least ten (10) days' notice of the time and place of the hearing in the manner prescribed above for serving notice of the action taken on the application for reclassification. The collector shall consider all evidence adduced and render his decision. Written notice of such findings shall be served upon the applicant in the manner prescribed above for service of notice of the action taken on the application for reclassification. The decision of the collector may be appealed to the city council. (Ord. 1324, 12-18-1984; Ord. 1358 § 2, 7-15-1986)

15-24: OTHER THAN GROSS RECEIPTS:

A. Every person who engages in a business within the city as specified below shall pay a license tax of the amount and frequency indicated:

1. Advertising solicitor, the sum of twenty-five dollars ($25.00) semiannually for each person so employed.

2. "Amusements, amusement rides", as defined in section 15-1 of this chapter, wherein they are held in conjunction with and on premises owned or leased by commercial houses for commercial purposes, the sum of twenty-five dollars ($25.00) per period not to exceed four (4) days per calendar month; wherein amusement rides are not conducted as a promotion for a commercial house, the sum of twenty-five dollars ($25.00) per day per unit or one hundred dollars ($100.00) per year per unit.

3. "Arcade", as defined in section 15-1 of this chapter, of five (5) or more amusement machines, games of chance or skill, at one location, shall pay five dollars ($5.00) per machine semiannually.

4. Auctioneers shall be licensed under the gross receipts section 15-23, classification A, of this article except that those auctioneers who are duly licensed by the state of California and whose permanent place of business is not within the city limits shall pay no license tax.

5. Auctions sales. Reserved.

6. Barbershops shall be licensed under the gross receipts section 15-23, classification B, of this article.

7. Boxing and wrestling matches. Every person conducting, carrying on or managing boxing or wrestling matches in the city shall pay the following license: Fifty dollars ($50.00) per day or one hundred fifty dollars ($150.00) semiannually.

8. Bus lines, who transport passengers from or to a terminus within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article, except that common carriers shall be exempt.

9. Card rooms, the sum of one hundred fifty dollars ($150.00) per calendar quarter per table, except that tables where the players or participants at said table play solely for merchandise or so called "garbage" games, the sum of twenty-five dollars ($25.00) per calendar quarter per table.

10. Carnival, including each separate show, game, amusement, exhibition, vaudeville or dramatic performance, game of chance or skill, food and drink stands, the sum of four hundred dollars ($400.00) per day. "Amusements, amusement rides" as defined in section 15-1 of this chapter shall be licensed as provided in subsection A12 of this section.

11. Circuses. For the purpose of this section, a "circus" is defined to be an exhibition or entertainment at which feats of horsemanship, acrobatic feats, and trained or wild animals are exhibited or displayed, to which exhibition or entertainment an admission fee is charged. For any person conducting, carrying on or managing a circus, or other similar exhibition, side show, or other show or concert to a circus, the sum of two hundred dollars ($200.00) per day.

12. Coin operated machines. For each machine operated by depositing therein coin(s) or operated by other consideration of value, the sum of five dollars ($5.00) per machine semiannually. Machines owned and operated by a person in conjunction with his established business shall be licensed under the gross receipts of the established business. Newspaper vending machines, money changing machines and coin operated laundries are exempt from this subsection A12.

13. Contractors, and every person who is required to have a state contractor's license and who is conducting, carrying on or managing the business of a contractor, shall be required to have a city contractor's business license. Contractor's license fee shall be paid semiannually under the gross receipts section 15-23, classification B, of this article.

14. Demonstrators and hawkers. For every person who advertises or calls attention to the business, profession, trade or calling of any person by giving demonstration on foot, or from any wagon, automobile or vehicle, or from any stand, box or platform, on any street, alley, sidewalk or place, or in any doorway of any room or building, unenclosed or vacant lot, the sum of one hundred dollars ($100.00) per month, or fraction thereof; provided, that nothing in this subsection A14 shall be deemed to authorize licensing of any act now prohibited by law or ordinance. The provisions of this subsection A14 shall not apply to newsboys selling newspapers.

15. Detective agency or private detective, the sum of fifty dollars ($50.00) semiannually.

16. Flea market or swap meet operator, the sum of twenty-five dollars ($25.00) semiannually, plus one dollar ($1.00) per day per single space or area of contiguous spaces rented by the vendor, except that if a vendor possesses and exhibits a current and valid business license issued by the city then the operator need not remit the one dollar ($1.00) per day for any such vendor. Said fee shall be collected by the operator from the vendor and remitted to the city on a weekly basis, along with a complete list of the name and address of all vendors who were exempt from paying the tax pursuant to this subsection A16. Said remittance shall be accompanied by consecutively numbered receipts written in triplicate, containing the name and address of the vendor, the make and license number of a vehicle owned by the vendor, and the vendor's California seller's permit number. Said receipt shall be furnished by the city. One copy of the receipt shall be furnished to the vendor, one copy filed with the ~~finance department~~ Department of Planning and Engineering on a weekly basis, and one copy to be retained by the swap meet operator for a period of three (3) years for audit purposes.

16.1. Fortune teller. The business license fee for "fortune telling" for pay, as defined in subsection 15-20F of this chapter, shall be fifty dollars ($50.00) per year.

17. Handyman shall be licensed under the gross receipts section 15-23, classification B, of this article.

18. Hotels, motels, auto courts, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.

19. Insurance broker shall be licensed under the gross receipts section 15-23, classification B, of this article.

20. Itinerant vendor, itinerant merchant, the sum of fifteen dollars ($15.00) per day per person for each person so employed, with a minimum fee of twenty-five dollars ($25.00).

21. Junk dealer and/or collector shall be licensed under the gross receipts section 15-23, classification B, of this article.

22. Maintenance service: building, janitorial, yard, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.

23. Newspapers, daily, with offices within the city, the sum of one hundred dollars ($100.00) semiannually.

24. Newspapers, other than daily, with offices within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article.

25. Newspaper agents and/or distributors, the sum of twenty-five dollars ($25.00) semiannually.

26. Paid promoters, the sum of one hundred dollars ($100.00) semiannually.

27. Pawnbrokers. For any person conducting, carrying on or managing a pawnshop or acting as pawnbrokers, the sum of one hundred dollars ($100.00) semiannually.

28. Peddler, the sum of ten dollars ($10.00) per day per person so employed, with a minimum fee of twenty-five dollars ($25.00).

29. Photographer, itinerant, the sum of one hundred dollars ($100.00) semiannually for each person so employed.

30. Private police, private patrol service shall be licensed under the gross receipts section 15-23, classification B, of this article.

31. Real estate broker, who maintains an office or place of business within the city and who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.

32. Real estate broker, out of city, who does not maintain an office or place of business within the city but who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.

33. Reserved.

34. Shoeshine parlors or persons engaged in the business of shining shoes, the sum of twenty-five dollars ($25.00) for the initial application fee inclusive of license fee for first semiannual license period. Thereafter the renewal license fee shall be the sum of seven dollars fifty cents ($7.50) semiannually.

35. Solicitor, the sum of twenty-five dollars ($25.00) per day per person so employed.

36. Solicitor, by means of telephone, the sum of twenty-five dollars ($25.00) semiannually per person so employed.

37. Stamp redemption shall be licensed under the gross receipts section 15-23, classification B, of this article.

38. Stockbroker shall be licensed under the gross receipts section 15-23, classification A, of this article.

39. Stock salesman, shall be licensed under the gross receipts section 15-23, classification A, of this article.

39.1. Street vendors/peddlers, the sum of twenty-five dollars ($25.00) semiannually for each vehicle, cart, or any other type of conveyance.

40. Taxicabs or vehicles for hire, the sum of twenty-five dollars ($25.00) semiannually for each vehicle.

41. Trade school. Every person engaged in conducting or operating a trade school shall be licensed under the gross receipts section 15-23, classification B, of this article.

42. Transient trailer and recreation vehicle parks shall be licensed under the gross receipts section 15-23, classification B, of this article.

43. Trucking or delivering, with offices within the city, but not subject to public utilities commission regulations, shall be licensed under the gross receipts section 15-23, classification D, of this article.

44. Trucking or delivering, with offices outside the city, but not subject to the public utilities commission regulations, shall pay the sum of twenty-five dollars ($25.00) semiannually for each vehicle with one ton or less load capacity, and the sum of thirty-five dollars ($35.00) semiannually for each vehicle with load capacity of over one ton.

B. Any business not designated under this section or in any other section of this chapter or in any other ordinance or code of the city of Porterville shall be licensed under section 15-23 of this article.

All licenses shall be paid in advance, in the legal currency of the United States, at the office of the city.

No greater or less amount of money shall be charged or received for any license than is provided in this chapter, and no license shall be sold or issued for any period of time other than is provided in this chapter. (Ord. 1324, 12-18-1984; Ord. 1358 § 1, 7-15-1986; Ord. 1384 § 3, 8-4-1987; Ord. 1494, 3-15-1994; Ord. 1531 § A4, 6-18-1996; Ord. XXXX, [date].)

ARTICLE III. GOING OUT OF BUSINESS SALE OR REMOVAL OF BUSINESS SALE

SECTION:

15-25.1: License Required

15-25.2: Surrender Of Business License

15-25.3: Application For License

15-25.4: License Issuance

15-25.5: License Renewal

15-25.6: Penalties

15-25.7: Revocability Of License

15-25.8: Appeals

15-25.9: Regulations

15-25.10: License Tax

15-25.1: LICENSE REQUIRED:

A license shall be obtained by any person before selling or offering to sell any goods at a sale to be advertised or held out by means to be a "going out of business sale" or a "removal of business sale", as defined under section 15-1 of this chapter. The provisions of this article shall not apply to or affect persons acting pursuant to an order or process of a court of competent jurisdiction or persons acting in accordance with their powers and duties as public officials. (Ord. 1324, 12-18-1984)

15-25.2: SURRENDER OF BUSINESS LICENSE:

A. Upon being issued a permit pursuant to this article for a going out of business sale or removal of business sale, the permittee shall surrender concurrently to the ~~finance director~~ Director of Planning and Engineering each business license the permittee may hold at that time applicable to the business location covered by the application for a permit under this article, if the sale is advertised or conducted in a manner calculated to convey to the public the belief that the business will cease to be conducted at that location upon the disposal of the goods to be placed on sale.

B. It shall be unlawful for any person to whom a closeout sale permit is issued to engage in a business of similar nature at the same location for a period of one year following the closing date of the sale. (Ord. 1324, 12-18-1984; Ord. XXXX, [date].)

15-25.3: APPLICATION FOR LICENSE:

A. Any person desiring to conduct a "going out of business sale" or a "removal of business sale", as defined in this chapter, shall make a written application to the collector setting forth and containing the following information:

1. The true name and address of the owner of the goods to be subject of the sale;
2. The true name and address of the person from whom he purchased the goods to be sold and the price therefor, and if not purchased, the manner of such acquisition;
3. A description of the place where such sale is to be held;
4. The nature of the occupancy, whether by lease or sublease, and the effective date of termination of such occupancy;
5. The dates of the period of time in which the sale is to be conducted;
6. A full and complete statement of the facts in regard to the sale, including the reason for the urgent and expeditious disposal of goods thereby and the manner in which the sale will be conducted;
7. The means to be employed in advertising such sale, together with the proposed context of any advertising;
8. A complete and detailed inventory of the goods to be sold at such sale as disclosed by the applicant's records; said inventory shall be attached to and become a part of the required application;

9. All goods included in such inventory shall have been purchased by the applicant for resale on bona fide orders, without cancellation privileges, and shall not comprise goods purchased on consignment. Such inventory shall not include goods ordered in contemplation of conducting a going out of business sale or a removal of business sale. Any unusual purchase or additions to the stock of goods of the business hereby effected within sixty (60) days before the filing of an application hereunder shall be deemed to be of such character.

B. In the event of delay of construction of a new facility or remodeling of a facility into which the business is to be relocated, which delay is not the fault of the licensee, new merchandise ordered after the application for removal of business sale may be offered for sale and excluded from this restriction. (Ord. 1324, 12-18-1984)

15-25.4: LICENSE ISSUANCE:

The collector shall issue a license for a going out of business sale or a removal of business sale after all requirements of this article have been met. The license shall authorize the sale described in the application for a period of not more than forty-five (45) consecutive days, following the issuance thereof for a going out of business sale and for a period of not more than ninety (90) consecutive days following the issuance thereof for a removal of business sale. (Ord. 1324, 12-18-1984)

15-25.5: LICENSE RENEWAL:

The collector shall renew a license for one period of time only, such period to be in addition to the time permitted in the original license and not to exceed forty-five (45) consecutive days, when he ascertains:

A. The facts existing justify the renewal;

B. That the licensee has filed an application for renewal;

C. That the licensee has submitted with the application for renewal a revised inventory showing the items on the original inventory remaining unsold and not listing any goods not included in the original application and inventory. (Ord. 1324, 12-18-1984)

15-25.6: PENALTIES:

Any person who shall hold, conduct or carry on a "going out of business sale" or a "removal of business sale" as defined in this chapter, without securing a license as herein provided, shall be guilty of a misdemeanor. (Ord. 1324, 12-18-1984)

15-25.7: REVOCABILITY OF LICENSE:

The collector may revoke any going out of business sale or removal of business sale license when any regulations set forth in this article are violated. Said revocation may be appealed to the city council as set forth in subsection 15-13A of this chapter. (Ord. 1324, 12-18-1984)

15-25.8: APPEALS:

Any person aggrieved by any decision of the collector with respect to the issuance or refusal to issue such license may appeal to the council by filing a notice of appeal with the clerk of the council. The council shall thereupon fix a time and place for hearing such appeal. The clerk of the council shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to such person at his last known address. The council shall have authority to determine all questions raised on such appeal.

No such determination shall conflict with any substantive provision of this article. (Ord. 1324, 12-18- 1984)

15-25.9: REGULATIONS:

A. Established Business Requisite: No license shall be granted to any person who has not been the bona fide owner of a business advertised or described in the application for a license hereunder for a period of at least twelve (12) months prior to the date of the proposed sale.

B. Restricted Location: Where a person applying for a license hereunder operates more than one place of business, the license issued shall apply only to the one store or branch specified in the application; and no other store or branch shall advertise or represent that it is cooperating with or in any way participating in the licensed sale, nor shall the store or branch conducting the licensed sale advertise or represent that any other store or branch is cooperating with or participating in any way in the licensed sale.

C. Operation At Other Than Fixed Premises: Any licensee transacting and carrying on business, but not operating at a fixed place of business in the city, shall keep the license upon his person at all times while transacting and carrying on such business. (Ord. 1324, 12-18-1984)

15-25.10: LICENSE TAX:

A. Going Out Of Business Sale: The sum of fifty dollars ($50.00) for a period of not more than forty five (45) days; and a renewal fee of one hundred dollars ($100.00) for one additional forty five (45) day period.

B. Removal Of Business Sale: The sum of five dollars ($5.00) for a period of not more than ninety (90) days; and a renewal fee of ten dollars ($10.00) for one additional forty five (45) day period. (Ord. 1324, 12-18-1984)

ARTICLE IV. RESERVED

(Rep. by Ord. 1702 § 2, 8-15-2006)

ARTICLE V. LICENSES AND REGULATION OF SEXUALLY ORIENTED BUSINESSES

SECTION:

15-40: Prohibited Uses, Conduct And Activities

15-41: Purpose And Intent

15-42: Classifications Of Sexually Oriented Businesses

15-43: Definitions

15-44: Permit Required

15-45: Application For Permit

15-46: Continuing Permit Obligations

15-47: Filing Of Completed Application

15-48: Issuance Of Permit

15-49: Processing Completed Application

15-50: Notification Of Permit Denial; Subsequent Application

15-51: Annual Permit Fee

15-52: Inspection

15-53: Administrative And Judicial Review Or Permit Denial, Suspension Or Revocation

15-54: Transfer Of Permit

15-55: Registration Of New Employees/Independent Contractors

15-56: Business License Required

15-57: Business Operations

15-58: Prohibitions Regarding Minors And Sexually Oriented Businesses

15-59: Display Regulations

15-60: Additional Requirements

15-61: Exemptions

15-62: Criminal Penalties And Additional Legal, Equitable, And Injunctive Relief

15-63: Suspension Or Revocation Of Permit

15-64: Immunity From Prosecution

15-65: Severability

15-40: PROHIBITED USES, CONDUCT AND ACTIVITIES:

A. One of the important purposes of the regulations set forth in this article is to discourage and to minimize the opportunity for criminal conduct. As such, nothing in this article shall permit or be interpreted to permit any use, conduct, and/or activity which is specifically prohibited under the following California Penal Code sections:

1. Receipt of money for placement of person for purposes of cohabitation (Penal Code § 266d).

2. Purchase of person for purposes of prostitution or placement of person for immoral purposes (Penal Code § 266e).

3. Sale of person for immoral purposes (Penal Code § 266f).

4. Pimping (Penal Code § 266h).

5. Pandering (Penal Code § 266i).

6. Lewd or obscene conduct (Penal Code § 314).

7. Houses of ill fame (Penal Code § 315).

8. Disorderly houses which disturb the immediate neighborhood (Penal Code § 316).

9. Places of prostitution (Penal Code § 317).

10. Place of prostitution; place of lewdness; place used as bathhouse permitting conduct capable of transmitting AIDS (Penal Code § 11225).

B. Nothing in this article shall be interpreted to permit or permit any use, conduct, and/or activity which violates any federal, state or local law or regulation.

C. A sexual encounter establishment is not a permitted use. For purposes of these regulations, a "sexual encounter establishment" means any business or commercial establishment that as one of its important business purposes offers for any form of consideration a place where two (2) or more persons may congregate, associate, or consort for the purpose of specified sexual activities when one or more of the persons in the establishment is in a state of nudity or where two (2) or more persons may congregate, associate, or consort for the purpose of the exposure of specified anatomical areas where one of the patrons of the establishment is in a state of nudity or state of seminudity. The definition of "sexual encounter establishment" shall not include an establishment where a medical practitioner, physiologist, psychiatrist or similar professional person licensed by the state engages in medically approved and recognized sexual therapy. (Ord. 1600 § 1, 5-1-2001)

15-41: PURPOSE AND INTENT:

It is the purpose and intent of this article to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the city and to establish reasonable and uniform regulations to prevent any deleterious location and concentration of sexually oriented businesses within the city, thereby reducing or eliminating the adverse secondary effects from such sexually oriented businesses. The provisions of this article have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this article to restrict or deny access by adults to sexually oriented materials protected by the first amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this article to condone or legitimize the distribution of obscene material. (Ord. 1600 § 1, 5-1-2001)

15-42: CLASSIFICATIONS OF SEXUALLY ORIENTED BUSINESSES:

The following uses and/or activities shall be classified as "sexually oriented businesses":

A. Adult arcades.

B. Adult bookstores, adult novelty stores, and adult video stores.

C. Adult cabarets.

D. Adult motels.

E. Adult motion picture theaters.

F. Adult theaters.

G. Adult model studios. (Ord. 1600 § 1, 5-1-2001)

15-43: DEFINITIONS:

For purposes of this article, certain words and phrases are defined as follows:

EMPLOYEE: A person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage or other compensation by the operator of said business.

ESTABLISHMENT: Means and includes any of the following:

A. The opening or commencement of any such business as a new business;

B. The conversion of an existing business, whether or not a sexually oriented business, to any of the sexually oriented businesses defined in this article;

C. The addition of any of the sexually oriented businesses defined in this article to any other existing sexually oriented business; or

D. The relocation of any such sexually oriented business; or

E. The substantial enlargement of any such sexually oriented business.

NUDITY OR STATE OF NUDITY: a) The appearance or display of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or b) a state of dress which fails to opaquely and fully cover a human buttock, anus, male or female genitals, pubic region or areola or nipple of the female breast.

OPERATOR: The owner, permit holder, custodian, manager, operator or person in charge of any permitted or licensed premises.

PERMITTED OR UNLICENSED PREMISES: Any premises that requires a license and/or permit and that is classified as a sexually oriented business.

PERMITTEE AND/OR LICENSEE: A person in whose name a permit and/or license to operate a sexually oriented business has been issued as well as the individual listed as an applicant on the application for a permit and/or license.

PERSON: An individual, proprietorship, partnership, corporation, association or other legal entity.

PUBLIC BUILDING REGULARLY FREQUENTED BY CHILDREN: Any building owned, leased or held by the United States, the state, the county, the city, any special district, school district, or any other agency or political subdivision of the state or the United States, which building is used as a library, community center, children's center, or any other use having special attraction to children, or which building is often visited by children for social activities unaccompanied by their parents or other adult custodians.

PUBLIC PARK OR RECREATION AREAS: Public land which has been designated for park or recreational activities including, but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, open space wilderness areas, or similar public land within the city which is under the control, operation, or management of the city park and recreation authorities.

RELIGIOUS INSTITUTION: Any church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities, as identified on the latest equalized tax assessment roll.

SCHOOL: Any public or private educational facility including, but not limited to, nursery schools, preschools, kindergartens, elementary schools, primary schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities. School includes the school grounds, but does not include the facilities used primarily for another purpose and only incidentally as a school.

SEMINUDE: A state of dress in which clothing covers no more than the genitals, pubic region, and areolae of the female breasts, as well as portions of the body covered by supporting straps and devices.

SENSITIVE USE: Any cemetery; religious institution; school; public building regularly frequented by children; public park; or boys' club, girls' club, or similar youth organization.

SEXUALLY ORIENTED BUSINESSES: Those businesses defined as follows:

Adult Arcade: An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five (5) or fewer persons each, are regularly available or used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult Bookstore, Adult Novelty Store Or Adult Video Store: A commercial establishment which:

a) has a significant or substantial portion of its stock in trade; or

b) derives a significant or substantial portion of its revenues; or

c) devotes a significant or substantial portion of its interior floor or display space; or

d) devotes a significant or substantial part of its business activities or employees' time, or advertising, to the sale, rental or viewing for any form of consideration, of any one or more of the following:

A. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides or other visual representatives which are characterized by the depiction or description of specified sexual activities or specified anatomical areas;

B. Instruments, devices or paraphernalia which are designed for use in connection with specified sexual activities.

C. An establishment may have other significant or substantial business purposes that do not involve the offering for sale, rental or viewing of materials,

depicting or describing specified sexual activities or specified anatomical areas, and still be categorized as adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as one of its significant or substantial business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe specified anatomical areas or specified sexual activities.

Adult Cabaret: A nightclub, bar, restaurant, "bottle club", or similar commercial establishment, which regularly features:

a) seminude persons or live performances which are characterized by the exposure of specified anatomical areas, or by specified sexual activities; or

b) films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult Model Studio: Any place where a person appears seminude or who displays specified anatomical areas or who engages in specified sexual activities is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This term does not include a modeling class operated by a proprietary school, licensed by the state of California; a college, junior college, or university supported entirely or partly by taxation; by a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing, where in order to participate in a class a student must enroll at least three (3) days in advance of the class, and where no more than one nude model is on the premises at any one time.

Adult Motel: A motel, hotel or similar commercial establishment which:

a) offers public accommodations, for any form of consideration, and which regularly provides or makes available to patrons with closed circuit television transmissions, films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right of way or by means of any off remises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television; or

b) offers a sleeping room for rent for a period of time less than ten (10) hours; or

c) allows a tenant or occupant to rent or subrent the sleeping room for a time period of less than ten (10) hours.

Adult Motion Picture Theater: Commercial establishment where films, motion pictures, videocassettes, slides or similar photographic reproductions depicting or

describing specified sexual activities or specified anatomical areas are regularly shown for any form of consideration.

Adult Theater: A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features seminude persons or live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.

Regularly Features Or Regularly Shown: With respect to an adult cabaret, adult theater, or adult motion picture theater means a regular and substantial course of conduct. The fact that a live performance or film which is distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities is exhibited on two (2) or more occasions within a thirty (30) day period; three (3) or more occasions within a sixty (60) day period; or four (4) or more occasions within a one hundred eighty (180) day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

Significant Or Substantial Portion: Such a percentage of its activities, space allocation, revenues, advertising targeting, stock in trade, floor or display space, business receipts, revenues, or other business undertakings as to indicate to a reasonable person that the sexually oriented portion of the business is one of its important activities, though not necessarily its only or even primary activity; for this purpose, evidence that twenty five percent (25%) or more of its revenue is derived from such sexually oriented activities or materials, or that twenty five percent (25%) or more of its interior floor space or display space is devoted to such sexually oriented activities or materials, or that twenty five percent (25%) or more of its actual stock in trade regularly displayed and immediately available for se, rental, purchase, viewing or perusal is comprised of such sexually oriented materials, all as defined in this section 15-43, shall be evidence that a "significant or substantial portion" of the business is devoted to such uses.

SPECIFIED ANATOMICAL AREAS: As used in this article, means and includes any of the following:

A. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES: As used in this article, means and includes any of the following:

A. The fondling or other intentional touching of buttocks for purpose of sexual arousal, or fondling or other intentional touching of human genitals, pubic region, anus, or female breasts;

B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

C. Masturbation, actual or simulated;

D. Human genitals in a state of sexual stimulation, arousal or tumescence;

E. Excretory functions as part of or in connection with any of the activities set forth in subsections A through D of this definition.

SUBSTANTIAL ENLARGEMENT OF A SEXUALLY ORIENTED BUSINESS: An increase in the floor areas occupied by the business as the floor areas existed on the effective date of this article.

TRANSFER OF OWNERSHIP OR CONTROL OF A SEXUALLY ORIENTED BUSINESS: Means and includes any of the following:

A. The sale, lease or sublease of the business.

B. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means. (Ord. 1600 § 1, 5-1-2001)

15-44: PERMIT REQUIRED:

No person shall operate, maintain, manage or conduct a sexually oriented business without a valid sexually oriented business permit issued by the city for the particular type of sexually oriented business. Any sexually oriented business in operation on the effective date hereof shall have thirty (30) days from the effective date to apply to the city of Porterville for a sexually oriented business license under the provisions of this article. (Ord. 1600 § 1, 5-1-2001)

15-45: APPLICATION FOR PERMIT:

A. The city's designee is responsible for granting, denying, revoking, renewing, suspending, and canceling sexually oriented business permits for proposed or existing sexually oriented businesses.

B. The city's designee shall be the city manager, or any other officer or employee designated in writing by the city manager to deal with the provisions of this article.

C. A completed application shall contain the following information and shall be accompanied by the following documents:

1. If the applicant is:

a. An individual, the individual shall state his/her legal name, any aliases, and date of birth;

b. A partnership, the partnership shall state its complete name and the names of all general partners;

c. A corporation, the corporation shall state its complete name, the names and capacity of all officers, directors and the name and address of the registered corporate agent for service of process.

2. If the applicant intends to operate the sexually oriented business under a name other than that on the application, he/she must state the sexually oriented business's fictitious name.

3. A statement as to whether the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer, has had a previous permit under this article, or any other similar sexually oriented business ordinance of the city, denied, suspended or revoked, including the

name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation.

4. A statement as to whether the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer, has been a sole proprietor, general partner, officer, a director of a sexually oriented business that has had a previous permit under this article, or any other similar sexually oriented business ordinance of the city denied, suspended or revoked by the city, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well.

5. The name(s) of the responsible person(s) who will be on the premises to act as manager during the times that the business is open, or a statement that the applicant has not yet selected the manager(s).

6. The classification, as defined in this article, of sexually oriented business for which the applicant is seeking a permit.

7. The location of the proposed sexually oriented business, including a legal description of the property, street address, and telephone number(s) currently in service.

8. The applicant's address.

9. A recent photograph of the applicant.

10. The applicant's driver's license number or permit number or identification number and social security number and/or the applicant's state or federally issued tax identification number.

11. A clearly legible sketch or diagram showing the configuration of the premises and all improvements to the site including, parking, landscaping, sign configuration and location and outdoor lighting, including a statement of total floor space and its purpose, occupied by the business. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches (±6").

12. A radius map prepared within thirty (30) days prior to application depicting the building and the portion thereof to be occupied by the sexually oriented business, and:

a) the property lines of any other sexually oriented business within six hundred feet (600') of the property line of the sexually oriented businesses for which a permit is requested; and b) the property lines of any sensitive use within one thousand feet (1,000') of the property line of the sexually oriented business for which a permit is requested.

13. A diagram of the off street parking areas and premises entries of the sexually oriented business showing the location of the lighting system required pursuant to this article.

14. Each individual listed on the application pursuant to subsection C1 of this section, excluding any agent for service of process who is not also listed as a director or officer, shall sign the application. If the applicant is a corporation, its authorized representative may sign the application on behalf of the corporation upon submission of proof of such authorization.

15. The applicant's fingerprint on a form approved by the city's police department.

D. The applicant shall be required to pay a nonrefundable application fee as set forth by resolution at the time of filing an application pursuant to this article. (Ord. 1600 § 1, 5-1-2001)

15-46: CONTINUING PERMIT OBLIGATIONS:

A. The fact that a person possesses other types of state or city permits and/or licenses does not exempt him/her from the requirement of obtaining a sexually oriented business permit.

B. By applying for a permit under this article, the applicant shall be deemed to have consented to the provisions of this article and to the exercise by the city or its designee, the police chief's office, and all other city departments charged with enforcing the laws, ordinances and codes applicable in the city, of their respective responsibilities under this article.

C. An operator shall promptly update, correct or supplement the information contained in the application for a sexually oriented business permit on file with the city as necessary to keep the information contained therein accurate. (Ord. 1600 § 1, 5-1-2001)

15-47: FILING OF COMPLETED APPLICATION:

A. Upon receipt of an application properly filed with the city and upon payment of the nonrefundable application fee, the city or its designee shall immediately stamp the application as received on that date.

B. If the city designee determines that the applicant has completed the application improperly, or otherwise deems the application to be incomplete, the city designee shall, within fifteen (15) days of receipt of the original application, notify the applicant of such fact and, on request of the applicant, grant the applicant an extension of time, twenty (20) days or less, to submit a complete application. In addition, the applicant may request an extension, not to exceed fifteen (15) days, of the time for the city designee to act on the application. The time period for granting or denying a permit shall be stayed during the period in which the applicant is granted an extension of time. (Ord. 1600 § 1, 5-1-2001)

15-48: ISSUANCE OF PERMIT:

Within thirty (30) business days of receipt of a completed application, the city shall issue a sexually oriented business permit, which will be deemed to have been approved as of the date the application was filed for the purpose of determining the proper location of the business, upon verification of the following facts:

A. The location of the business complies with all applicable zoning laws.

B. The configuration of the premises, as set out in the sketch or plan submitted with the application, does not reveal any violation of applicable health, zoning, fire and safety laws of the state of California and ordinances of the city of Porterville applicable thereto, including those set out in this article.

C. The applicants or individuals identified therein, excluding any agent for service of process who is not also listed as a director or officer, are not otherwise disqualified from

lawful operation of a sexually oriented business pursuant to any state, county, federal or local law, including those set out in this article.

D. The applicant is eighteen (18) years of age or older.

E. The applicant has provided all information required by this article, none of which is known to the city to be incorrect.

F. The application or permit fees required by this article have been paid.

G. Applicant has no prior conviction of sexually related convictions listed in subsection 15-40A of this article. (Ord. 1600 § 1, 5-1-2001)

15-49: PROCESSING COMPLETED APPLICATION:

The city, or its designee, shall grant or deny a completed application for a permit within thirty (30) business days from the date of receipt by the city of a complete application. Upon the expiration of the thirtieth day, unless the city or its designee has given written notice to the applicant, the application shall be deemed granted and the operator shall be excused from the requirement that a duly issued permit be posted at the premises until such time as said permit is issued pursuant to this section. (Ord. 1600 § 1, 5-1-2001)

15-50: NOTIFICATION OF PERMIT DENIAL; SUBSEQUENT APPLICATION:

If the city or its designee denies the application, he/she shall notify the applicant of the denial and state the reason(s) for the denial. Any subsequent application which has been supplemented to cure the grounds for prior denial shall be treated as a new application. (Ord. 1600 § 1, 5-1-2001)

15-51: ANNUAL PERMIT FEE:

A. The annual fee for a sexually oriented business permit is set forth by resolution, to partially offset the costs of monitoring and policing the operation of the business entities involved.

B. The city council hereby determines that the actual cost of monitoring and policing each such business is at least that amount.

C. Said fee shall be due yearly on the anniversary of the issuance of the permit and shall be deemed delinquent thirty (30) days thereafter. (Ord. 1600 § 1, 5-1-2001)

15-52: INSPECTION:

Every operator shall permit representatives of the city and/or police, fire or health departments to inspect the premises of a sexually oriented business for the purpose of ensuring compliance with the law at any time it is occupied or open for business. (Ord. 1600 § 1, 5-1-2001)

15-53: ADMINISTRATIVE AND JUDICIAL REVIEW OR PERMIT DENIAL, SUSPENSION OR REVOCATION:

A. Administrative Appeal To City Council: After denial of an application or suspension or revocation of a permit, the applicant or permittee may seek prompt review of such

administrative action through the city council by filing a written appeal within ten (10) calendar days of the action. The council shall promptly set an administrative hearing in accordance with the provisions of section 15-13 of this chapter.

B. Expedited Review Of Free Speech Claims: An administrative appeal shall be heard and decided at the next regularly scheduled city council meeting when the written request for an administrative appeal alleges that the administrative action constitutes a violation of the applicant or permittee's state or federal constitutional rights to free speech, press or expression. If affirmed by the city council, the administrative action is subject to prompt review by the superior court for the state of California, in and for the county of Tulare, pursuant to California Code of Civil Procedure section 1094.8. Additionally, the applicant or permittee may seek a temporary or preliminary injunction, stay of the administrative action pending judicial review and/or a permanent injunction or declaratory relief. (Ord. 1600 § 1, 5-1-2001)

15-54: TRANSFER OF PERMIT:

A. A permittee shall not operate a sexually oriented business under the authority of a permit at any place other than the address designated in the application for permit.

B. A permittee shall not transfer his/her permit to another person unless and until such other person satisfies the following requirements:

1. Obtains an amendment to the permit from the city or its designee, which provides that he/she is now the permittee, which amendment may be obtained only if he/she has completed and properly filed an application with the city or its designee, setting forth the information called for under subsection 15-45C of this article in the application; and

2. Pays a transfer fee of fifty percent (50%) of the annual permit fee set by resolution.

C. No permit may be transferred during the pendency of administrative procedures following notice by the city or its designee to the permittee that suspension or revocation proceedings have been or will be brought against the permittee, until such proceedings have been completed, withdrawn or otherwise canceled.

D. Permittee shall not transfer a permit whether directly or indirectly in violation of this section. Such a transfer is hereby declared void, and the permit shall be considered abandoned and shall automatically revert to the city. (Ord. 1600 § 1, 5-1-2001)

15-55: REGISTRATION OF NEW EMPLOYEES/INDEPENDENT CONTRACTORS:

A. As a further condition of approval of every sexually oriented business permit issued pursuant to this article, every owner or operator shall register every employee or independent contractor working on its premises with the police department within five (5) business days of the commencement of the employee's period of employment at the sexually oriented business.

B. Each employee/independent contractor shall be required to provide two (2) recent color passport quality photographs and shall allow himself or herself to be fingerprinted by the police department for purposes of identification. In addition, each new

employee/independent contractor shall provide the following information on a form provided by the police department:

1. Name, current resident address, telephone number.
2. Date of birth.
3. Social security number.
4. Height, weight, color of eyes and hair.
5. Stage name (if applicable) and other aliases used within the previous two (2) years.

C. The information provided for purposes of this section shall be maintained by the police department as confidential information and shall not be disclosed as public records unless pursuant to an order issued by a court of competent jurisdiction.

D. Each owner or operator of a sexually oriented business shall maintain a current register of 0names of all employees and independent contractors currently employed by or working at the sexually oriented business, and shall disclose such registration for inspection by any designated city representative for purposes of determining compliance with this section.

E. Failure to register each new employee/independent contractor within five (5) days of commencement of employment, or to maintain a current register of the names of all employees, shall be deemed a violation of the conditions of the permit and may be considered grounds for suspension or revocation of the permit. (Ord. 1600 § 1, 5-1-2001)

15-56: BUSINESS LICENSE REQUIRED:

In addition to any licenses or permits required by this article, sexually oriented businesses shall secure a semiannual business license as prescribed by section 15-23 of this chapter. Such licenses shall be calculated based on gross receipts. (Ord. 1600 § 1, 5-1-2001)

15-57: BUSINESS OPERATIONS:

A. Visibility:

1. The entire interior of an adult arcade, adult bookstore, adult novelty store, adult cabaret, adult video arcade, adult model studio, and any nonconforming sexual encounter establishment and the entire concession area of an adult motion picture theater or adult theater, the entire common areas of an adult motel, and the entire exhibition area of an adult motion picture theater or adult theater, shall be visible upon entrance to such areas.

2. Visibility from the entrance shall not be obstructed by any curtain, door, wall, merchandise rack, or any other thing.

3. No partially or fully enclosed booths or partially or fully concealed booths shall be maintained within the sexually oriented business.

4. No patrons shall be permitted access to any area of the premises not visible from the entrance.

5. Customers, patrons or visitors of adult arcades shall be prohibited from standing idly by in the vicinity of any such video booths, or from remaining in the common area of such business, other than the restrooms, who are not actively engaged in shopping

for or reviewing the products available on display for purchaser viewing. Signs prohibiting loitering shall be posted in prominent places in and near the video booths.

6. All areas of the sexually oriented business shall be illuminated at a minimum of the following foot-candles, minimally maintained and evenly distributed at ground level:

Area	Foot-Candles
Arcades	10
Bookstores and other retail establishments	20
Theatres and cabarets	5 (except during performances, at which times lighting shall be at least 1.25 foot- candles)

7. All off street parking areas and premises entries of the sexually oriented business shall be illuminated from dusk to closing hours of operation with a lighting system which provides an average maintained horizontal illumination of one foot-candle of light on the parking surface and/or walkways. The required lighting level is established in order to provide sufficient illumination of the parking areas and walkways serving the sexually oriented business for the personal safety of patrons and employees and to reduce the incidence of vandalism and criminal conduct. The lighting shall be shown on the required sketch or diagram of the premises.

8. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that persons under eighteen (18) years of age are precluded from entering the premises. Said notice shall consist of letters no less than one inch (1") in height. No person under the age of eighteen (18) years shall be permitted within the premises at any time.

9. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that no alcoholic beverages are permitted on the premises.

B. Exceptions To Visibility Requirements:

1. Subsection A of this section shall not apply to those areas of a sexually oriented business to which only employees are permitted access and patrons are excluded and which cannot be viewed from any area accessible to patrons.

2. Subsection A of this section shall not apply to a restroom; however, no restroom shall contain any merchandise, materials, product, or service referenced in section 15-43 of this article.

C. Private Viewing Booths Or Rooms:

1. No viewing room or booth of an adult arcade or adult video arcade may be occupied by more than one person at any time.

2. The walls or partitions between viewing rooms or booths shall be maintained in good repair at all times, with no holes between any two (2) such rooms such as would allow viewing from one booth into another or such as to allow physical contact of any kind between the occupants of any two (2) such booths or rooms.

3. The floors, seats, walls and other interior portions of all viewing rooms or booths shall be maintained clean and free from waste and bodily secretions.

D. Business Hours: A sexually oriented business shall be open for business only between the hours of nine o'clock (9:00) A.M. on any particular day to two o'clock (2:00) A.M. the next morning.

E. Posting Permit: A valid sexually oriented business permit duly issued pursuant to this article shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it can be easily read at all times.

F. Manager On Duty:

1. There shall be a responsible person on the premises to act as manager at all times during which the business is open.

2. At all times that any patron is present inside the premises, at least one manager shall be situated at a location within the premises so as to allow her/him an unobstructed view of the entire area accessible to patrons. Within those sexually oriented businesses lawfully configured to include more than one open room accessible to patrons, such as an adult theater with both a concession area and an exhibition area, or various common areas of an adult motel, sufficient additional managers shall be present as necessary to allow management personnel to maintain an unobstructed view of all areas accessible to patrons, at all times.

3. Every permittee shall ensure that all employees are familiar with the provisions of this article as amended from time to time and with all other regulations adopted by the city related to sexually oriented businesses.

G. Required Physical Modification To Premises:

1. An operator of a sexually oriented business shall be permitted a reasonable period of time to make modifications to the business premises if such modifications are made necessary by the implementation of the provisions of this article.

2. The reasonable period of time shall normally be thirty (30) days from the effective date hereof to file the appropriate plans and designs with the city, and up to ninety (90) days thereafter for completion of the modifications.

3. Should modifications be so extensive as to reasonably require a longer period of time, the city or its designee may grant a longer period of time for completion of such modifications, in consultation with the city's building officials.

H. Separate Restrooms: The sexually oriented business shall provide and maintain separate restroom facilities for male patrons and employees, and female patrons and employees. Male patrons and employees shall be prohibited from using the restroom(s) for females, and female patrons and employees shall be prohibited from using the restroom(s) for males, except to carry out duties of repair, maintenance and cleaning of the restroom facilities. The restrooms shall be free from any motion picture or video projection, recording or reproduction equipment. The foregoing provisions of this subsection shall not apply to a sexually oriented business which deals exclusively with sale or rental of adult material which is not used or consumed on the premises, such as an adult bookstore or adult video store, and which does not provide restroom facilities to its patrons or the general public.

I. No Alcohol: No alcoholic beverages shall be served or consumed on the premises of any sexually oriented business. (Ord. 1600 § 1, 5-1-2001)

15-58: PROHIBITIONS REGARDING MINORS AND SEXUALLY ORIENTED BUSINESSES:

It shall be unlawful and a person commits a misdemeanor if he/she operates or causes to be operated a sexually oriented business, regardless of whether or not a permit has been issued for said business under this article, and knowingly, or with the reasonable cause to know, permits, suffers, or allows:

A. Admittance of a person under eighteen (18) years of age to the business premises;

B. A person under eighteen (18) years of age to remain at the business premises;

C. A person under eighteen (18) years of age to purchase goods or services at the business premises; or

D. A person who is under eighteen (18) years of age to work at the business premises in any capacity. (Ord. 1600 § 1, 5-1-2001)

15-59: DISPLAY REGULATIONS:

A. No display or exhibit depicting or describing specified sexual activities or specified anatomical areas shall be placed in, on, or at the site of the subject premises in such a manner as to be visible from the exterior of the premises.

B. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that persons under eighteen (18) years of age are precluded from entering the premises. Said notice shall consist of letters no less than one inch (1") in height.

C. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicting that no alcoholic beverages are to be served or consumed on the premises. Said notice shall consist of letters no less than one inch (1") in height.

D. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating business's hours of operation.

E. The view of the entrance to any sexually oriented business from outside of the business shall be designed in a manner that obscures the view of the interior of the premises from individuals outside the premises so as to prohibit minors from viewing or seeing any material, conduct or activities which depict, describe or display specified sexual activities or specified anatomical areas. (Ord. 1600 § 1, 5-1-2001)

15-60: ADDITIONAL REQUIREMENTS:

The following additional requirements shall pertain to sexually oriented businesses providing live entertainment depicting seminude persons, specified anatomical areas or involving specified sexual activities:

A. No person shall perform live entertainment for patrons of a sexually oriented business except upon a stage at least eighteen inches (18") above the level of the floor which is separated by a distance of at least ten feet (10') from the nearest area occupied by patrons, and no patron shall be permitted within ten feet (10') of the stage while the stage is occupied by an entertainer. "Entertainer" shall mean any person who is an employee or independent contractor of the sexually oriented business, or any person who with or

without any compensation or other form of consideration performs live entertainment for patrons of a sexually oriented business.

B. The sexually oriented business shall provide separate dressing room facilities for entertainers which are exclusively dedicated to the entertainers' use.

C. The sexually oriented business shall provide an entrance/exit for entertainers which is separate from the entrance/exit used by patrons.

D. The sexually oriented business shall provide access for entertainers between the stage and dressing rooms which is completely separated from the patrons. If such separate access is not physically feasible, the sexually oriented business shall provide a minimum three foot (3') wide walk aisle for entertainers, between the dressing room area and the stage, with a railing, fence or other barrier, separating the patrons and the entertainers, capable of (and which actually results in) preventing any physical contact between patrons and entertainers.

E. No entertainer, either before, during or after performance, shall have physical contact with any patron and no patron shall have physical contact with any entertainer either before, during or after performances by such entertainer. This subsection shall only apply to physical contact on the premises of the sexually oriented business.

F. Fixed rail(s) at least thirty inches (30") in height shall be maintained establishing the separations between entertainers and patrons required by this subsection.

G. No patron shall directly pay or give any gratuity to any entertainer and no entertainer shall solicit any pay or gratuity from any patron.

H. No owner or other person with managerial control over a sexually oriented business (as that term is defined herein) shall permit any person on the premises of the sexually oriented business to engage in a live showing of the human male or female genitals, pubic area or buttocks with less than a fully opaque coverage and/or the female breast with less than a fully opaque coverage over any part of the areola.

I. Sexually oriented businesses featuring live entertainment shall provide at least one security guard at all times while the business is open. If the occupancy limit of the premises is greater than thirty five (35) persons, an additional security guard shall be on duty. Additional security guards may be required if the occupancy limit of the premises is greater than seventy (70) persons. Security guard(s) shall be charged with preventing the violations of law and enforcing compliance by patrons of the requirements of these regulations. Security guards shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and shall be duly licensed as a security guard as required pursuant to this subsection and shall not act as a door person, ticket seller, ticket taker, admittance person, or sole occupant of the manager's station while acting as a security guard.

J. The foregoing applicable requirements of this section shall be deemed conditions of sexually oriented business regulatory permit approvals, and failure to comply with every such requirement shall be grounds for revocation of the permit issued pursuant to these regulations.

K. Every permittee of a sexually oriented business which provides live entertainment pursuant to this article must maintain a register of all persons so performing on the

premises. Such register shall be available for inspection during the regular business hours by any designee of the city of Porterville. (Ord. 1600 § 1, 5-1-2001)

15-61: EXEMPTIONS:

A. It is a defense to prosecution for any violation of this article that a person appearing in a state of nudity did so in a modeling class operated:

1. By a college, junior college, or university supported entirely or partly by taxation; or

2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

3. In a structure:

a. Which has no sign visible from the exterior of the structure and not other advertising that indicates a nude person is available for viewing, and

b. Where, in order to participate in a class, a student must enroll at least three (3) days in advance of the class, and

c. Where no more than one nude model is on the premises at any one time.

B. It is a defense to prosecution of a violation of this article that an employee of a sexually oriented business, regardless of whether or not it is permitted under this article, exposed any specified anatomical area during the employee's bona fide use of a restroom, or during the employee's bona fide use of a dressing room which is accessible only to employees. (Ord. 1600 § 1, 5-1-2001)

15-62: CRIMINAL PENALTIES AND ADDITIONAL LEGAL, EQUITABLE, AND INJUNCTIVE RELIEF:

A. If any person fails or refuses to obey or comply with or violates any of the provisions of this article, such person, upon conviction of such offense, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed sixty (60) days in the jail, or both, in the discretion of the court. Each violation or noncompliance shall be considered a separate and distinct offense. Further, each day of continued violation or noncompliance shall be considered as a separate offense.

B. Nothing herein contained shall prevent or restrict the city from taking such other lawful action as is necessary to prevent or remedy any violation or noncompliance.

Such other lawful actions shall include, but shall not be limited to, a nuisance abatement proceeding pursuant to chapter 21, section 614.03 of this code, a civil nuisance abatement of equitable action for injunctive relief or an action at law for damages in any court of competent jurisdiction.

C. All remedies and penalties provided for in this article shall be cumulative and independently available to the city, and the city shall be authorized to pursue any and all remedies set forth in this section to the full extent allowed by law.

D. The city shall be entitled to recover all attorney fees and costs incurred in the filing or

prosecution of any action or administrative proceeding brought to enforce any provision(s) of this article. (Ord. 1600 § 1, 5-1-2001)

15-63: SUSPENSION OR REVOCATION OF PERMIT:

A. After an investigation, notice and hearing, the city manager or his designee shall suspend or revoke an existing permit, or impose such conditions upon the retention of the permit as shall be found to be necessary to assure the preservation of the public health and safety, if the evidence presented established that one of the following conditions exist:

1. The building, structure, equipment, location, or manner of operation of such business does not comply with the requirements of, or fails to meet the standards of, the health, zoning, fire and safety laws of the state of California and ordinances of the city of Porterville applicable to such business operations.

2. The permittee, his or her employee, agent, partner, director, officer, stockholder or manager has knowingly made any false, misleading or fraudulent statements of material fact in the application for a sexually oriented business permit, or in any report or record to be filed with the city pertaining to the permit for the sexually oriented business, or has violated any rule or regulation duly adopted by the city relating to sexually oriented businesses, including those set out in this article.

3. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or allowed or permitted to be committed any unlawful act of sexual intercourse, sodomy, oral copulation, masturbation, or distribution of obscenity, on or in the subject premises.

4. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or permitted or allowed to occur unlawful solicitations for sexual intercourse, sodomy, oral copulation, masturbation, or distribution of obscenity, on or in the subject premises.

5. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or permitted or allowed, in or on the premises, the unlawful possession, use or sale of a controlled substance, as defined by the

California uniform controlled substances act, California Health and Safety Code section 11000 et seq., as amended from time to time.

6. More than thirty (30) days have elapsed since a tax, fee, fine, any form of regulatory assessment or judgment for monetary damages, irrespective of any other form of relief set out in the judgment, which is to be paid to the city has been imposed against a sexually oriented business, and said sum remains owing.

B. In the event that a permit for a sexually oriented business is revoked pursuant to any applicable law, the premises shall be closed and shall not be used as a sexually oriented business of any classification for a period of one year commencing on the date of revocation. Further, the operators of the sexually oriented business closed due to suspension or revocation of a permit shall be disqualified from operating any other

sexually oriented business established thereafter within the city during the entire period of any such suspension, or for one year if the license was revoked. (Ord. 1600 § 1, 5-1-2001)

15-64: IMMUNITY FROM PROSECUTION:

The city and its designee, the chief of police's office and all other departments and agencies, and all other city officers, agents and employees charged with enforcement of state and local laws and codes shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon a sexually oriented business while acting within the scope of authority conferred by this article. (Ord. 1600 § 1, 5-1-2001)

15-65: SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this article or any part thereof. The city council hereby declares that it would have passed each section, subdivision, paragraph, sentence, clause, or phrase in this article or any part thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective. (Ord. 1600 § 1, 5-1-2001)

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

APPLICANT: A member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

CHARITABLE: Benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

CHARITABLE CAR WASH: A temporary vehicle washing operation conducted by members of a charitable organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

CHARITABLE ORGANIZATION: Means and includes an organization which is a duly organized governmental or not for profit charitable, religious, civic, patriotic or community service organization; and the organization must have a tax-exempt identification number assigned to it.

PERMIT HOLDER: The charitable organization who has been granted a permit pursuant to this article for the purpose of conducting a charitable car wash.

PERSON: Any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

RELIGIOUS OR RELIGION: Has the meaning established by the supreme court of the state or the supreme court of the United States.

RESIDENTIAL PROPERTY: A building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments. (Ord. 1669 § 1, 6-21-2005)

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this article.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this article to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash. (Ord. 1669 § 1, 6-21-2005)

15-72: APPLICATION FOR PERMIT:

A. Applications for charitable car wash permits shall be made to the ~~finance department~~ Department of Planning and Engineering upon forms prescribed by the city. The application shall be declared under penalty of perjury and filed with the Department of Planning and Engineering not less than five (5) consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.

6. Proof evidencing that the permit holder is a bona fide charitable organization.

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.

8. Such supplemental information requested ~~finance department~~ Department of Planning and Engineering as the ~~finance department~~ Department of Planning and Engineering may require. The Department of Planning and Engineering may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the ~~finance director~~ Director of Planning and Engineering in writing thereof prior to five o'clock (5:00) P.M. the day before such change.

E. The application documents shall be available for public inspection. (Ord. 1669 § 1, 6-21-2005; Ord. XXXX, [date].)

15-73: ISSUANCE AND FORM OF PERMIT:

A. The ~~finance department~~ Department of Planning and Engineering shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.

2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.

3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this article shall be construed as granting to the ~~finance department~~ Department of Planning and Engineering or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this article.

C. The ~~finance department~~ Department of Planning and Engineering shall either issue or deny the requested permit within two (2) consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the ~~finance department~~ Department of Planning and Engineering fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;

2. The date for which the permit is valid;

3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;

4. A permit number; and

5. The signature of the ~~finance director~~ Director of Planning and Engineering or his/her designee. (Ord. 1669 § 1, 6-21-2005; Ord. XXXX, [date].)

15-74: TERM OF PERMIT:

Permits issued under this article shall be valid only for the date specified in the application for the car wash and as stated on the permit. (Ord. 1669 § 1, 6-21-2005)

15-75: NONTRANSFERABILITY OF PERMIT:

No permit issued under this article shall be transferred or assigned, and any attempt at assignment or transfer shall be void. (Ord. 1669 § 1, 6-21-2005)

15-76: MANNER OF CAR WASH:

A. Car washes held pursuant to permits under this article:

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.

2. Shall be conducted for a one-day period only.

3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.

4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.

5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.

6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.

7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.

8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual or others.

9. Shall not be conducted at any commercial property which has held four (4) prior car washes in the calendar year (excluding licensed commercial car wash locations).

10. Shall take place at a distance of more than twenty-five feet (25') from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the city's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held four (4) prior car washes in the calendar year. Four (4) applications per tax exempt identification number, and four (4) permits per tax exempt identification number, will be allowed in the calendar year.

B. It is unlawful for a "permit holder", as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this article, if requested by city representatives.

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent.

3. Misrepresent that the charitable car wash permit issued under this article is an endorsement by the city, or any department or employee thereof, of the charitable car wash. (Ord. 1669 § 1, 6-21-2005)

15-77: FUNDRAISING AS A BUSINESS:

An organization in the business of fundraising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this article. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this article. (Ord. 1669 § 1, 6-21-2005)

15-78: REVOCATION OF PERMIT:

Any violation of this article by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this article. Upon determination by an authorized representative of the city that a car wash is being conducted without a valid permit or in violation of the requirements of this article, said unlawful activity shall cease immediately, and all persons associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the city official, shall constitute a separate violation of this article. Furthermore, any organization that violates this article shall be ineligible for the issuance of a permit for a period of one year. (Ord. 1669 § 1, 6-21-2005)

15-79: VIOLATIONS:

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts a car wash as provided in this article without procuring the permit as required under this article or who fails to comply with the conditions of this article shall be guilty of an infraction punishable by:

A. A fine not exceeding one hundred dollars ($100.00) for a first violation;

B. A fine not exceeding two hundred dollars ($200.00) for a second violation within one year; and

C. A fine not exceeding five hundred dollars ($500.00) for each additional violation within one year. (Ord. 1669 § 1, 6-21-2005)

15-80: CAR WASHING AS A BUSINESS:

This article is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for profit basis must comply with all city, county and state licensing or permitting requirements and does not fall within this article. (Ord.1669 § 1, 6-21-2005)

ARTICLE VII. CANNABIS DISPENSARIES

SECTION:

15-85: Definitions

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15-85: DEFINITIONS:

The following definitions are applicable to the terms when used in chapter 15, 18, or 21 of this Code, concerning regulations pertaining to cannabis uses, activities and operations.

APPLICANT: Means a person who is required to file an application for a permit under this article.

BUSINESS OWNER: Means the owner(s) of the cannabis business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of five percent (5%) or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of twenty percent (20%) or more in the commercial cannabis business.

CANNABIS: Means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties; whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by section 11018.5 of the Health and Safety Code.

CANNABIS ACCESSORIES: Means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing,

testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. "Cannabis accessories" also has the same meaning as in section 11018.2 of the Health and Safety Code.

CANNABIS BUSINESS OR CANNABIS INDUSTRY: Means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

CANNABIS DISPENSARY OR DISPENSARY: Means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" as defined in California Business and Professions Code division 10 and any successor statute(s), as may be adopted or amended from time to time. For the purposes of obtaining a City permit and operating within the City, "cannabis dispensary" or "dispensary" is limited to storefront cannabis retailers.

CANNABIS PRODUCT: Means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in section 11018.1 of the Health and Safety Code.

CITY: Means the City of Porterville, either the entity or its territorial limits, as the context requires.

CITY COUNCIL OR COUNCIL: Means the City Council of the City of Porterville.

COLLECTOR: Means the City's ~~Finance Director~~ Director of Planning and Engineering or his or her designee.

COMMERCIAL CANNABIS BUSINESS, COMMERCIAL CANNABIS ACTIVITY, OR CANNABIS BUSINESS OR CANNABIS OPERATION: Means any commercial marijuana activity allowed under State law and the implementing regulations, as State law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis, including the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non- medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.

COMMERCIAL CANNABIS REGULATORY PERMIT OR REGULATORY PERMIT: Means the permit required under this article to have a cannabis business.

CONCENTRATED CANNABIS: Means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate.

DELIVERY: Means the commercial transfer of cannabis or cannabis products to a customer.

"Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this article that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

DELIVERY EMPLOYEE: Means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

DEVELOPMENT AGREEMENT: Means an agreement entered into between the City and the business owner and any other responsible parties as required by the City, in accordance with chapter 21, series 600, article 609 of this Code.

DISTRIBUTION: Means the procurement, sale, and transport of cannabis or cannabis products between licensees.

DISTRIBUTOR: Means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" as defined in California Business and Professions Code division 10 and any successor statute, as may be adopted or amended from time to time.

EMPLOYEE: Means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

GROSS RECEIPTS: Means the amount a cannabis operation received from all sources during its accounting period, without subtracting any costs or expenses.

MAUCRSA: Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

MANUFACTURE: Means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

MEDICAL CANNABIS DISPENSARY: Means a storefront cannabis dispensary with a valid M-type 10 retailer license in accordance with MAUCRSA.

OPERATOR: Means the business owner and any other person designated by the business owner as responsible for the day to day cannabis business operation.

PREMISES: Means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

PROCESSING: Means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.

RESPONSIBLE PARTY: Shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis businesses operations.

STATE: Means the State of California.

STATE LAW: Means all regulations and laws pertaining to cannabis business in the State of California.

STATE LICENSE: Means a State license issued pursuant to California Business and Professions Code section 26000, et seq., or other applicable State law.

TRANSPORT OR TRANSPORTATION: Means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this article. (Ord. 1853, 5-7-2019; Ord. XXXX, [date].)

15-86: CANNABIS DISPENSARIES PERMITTED USES AND ZONING:

Business owners meeting the requirements of this article shall be allowed to conduct storefront cannabis dispensary operations in the zone districts and locations as specified in chapter 21 of this Code, upon obtaining a regulatory permit from the City, obtaining a business license from the City, obtaining the applicable license from the State of California, and entering a Development Agreement with the City as specified further in this article. Non-storefront cannabis retailers are not permitted within the City. (Ord. 1853, 5-7-2019)

15-87: CANNABIS DISPENSARIES REQUIREMENTS AND RESTRICTIONS:

A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than two permits plus an additional permit per every 25,000 residents. Said permits may be issued for medical (Type M) or adult use (Type A) businesses as allowed by the State. However, the City Council may, but is not required to, reserve one of the allowed permits for exclusively a medical cannabis dispensary. No applications for regulatory permits shall be accepted or considered for approval by the City until authorized by the City Council, and shall only be accepted under the terms nd conditions specifically established by the City Council.

B. Regulatory Permit/Fees.

1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.

2. Request for Proposals Processes. The City may conduct initial request for proposals processes for regulatory permit applications (commercial or medical), once it determines when dispensary regulatory permits shall become available, and thereafter as such permits become available. Nothing in this Chapter or Code shall be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary. The City Council may authorize the initiation of the Request for Proposals Process at any time for any one or more of the available permits, up to the maximum number permitted by this Article.

3. Medical Cannabis Dispensaries.

a. If, after one full year from the City's first issuance of a Request for Proposals solely for a Medical Cannabis Dispensary, no responses are received within the prescribed time period for such responses, the City Council may opt to allow the permit reserved for a medical dispensary to be utilized for an adult-use dispensary, as otherwise permitted by this Chapter.

b. Any Medical Cannabis Dispensary established pursuant to this Chapter must be in operation for a full year before it will be eligible to apply for any transition to an adult-use dispensary (Type A), and any medical cannabis dispensary applying for a transition shall be subject to all the requirements of this Chapter, including applying for a new regulatory permit and entering into a new development agreement.

4. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion over whether any permit approvals are made, how many permit approvals are made, when permits shall be issued, where the uses may be located (subject to Chapter 21), the terms and conditions under which any or all of the permits are issued, and the manner of permit approvals.

5. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.

C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary shall be allowed to begin until the development agreement is effective.

D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.

E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's

"doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.

F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.

G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City's Signage Ordinances, and any other policies or guidelines adopted by the City.

H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.

I. Transportation. Transportation shall only be conducted according to activity permitted by State law.

J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City-licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.

K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.

L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards.

Additionally, the City Council may set allowed hours of operation by Resolution that are more restrictive, if it finds that the limitations are appropriate to protect the public health, safety, peace or welfare.

M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.

N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building (excluding any expressly authorized drive-through facility) that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door. Any authorized drive-through facilities shall be designed and operated with appropriate security features and measures as approved by the City.

O. Premises Security. The following security conditions shall apply:

1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n). A licensee

shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.

2. Remote monitoring of alarm systems.

3. Exterior lighting systems for after-hours security.

4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.

5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.

6. The Porterville Police Department or Department designee shall have access to all security systems.

7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.

8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.

9. [Reserved].

10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.

11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.

12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City's discretion.

13. State of the art network security protocols and equipment need to be in place to protect computer information.

14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.

15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds r recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis

dispensary, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information").To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:

a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information.

b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the

proceeding.

P. Delivery.

1. Unless otherwise (and only to the extent) required to be permitted by State law, deliveries to customers from dispensaries located outside the City are prohibited.

2. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary. Each delivery employee of a licensed dispensary shall be at least 21 years of age.

3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.

4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.

5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary premises after delivering the cannabis goods to the cannabis patients or primary caregivers.

6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.

7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.

Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:

1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.

2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.

S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.

T. Indemnification and Limitations on City's Liability.

1. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a regulatory permit or executed a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.

2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision

to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.

3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid. (Ord. 1853, 5-7-2019; amd. Ord. 1879, 2-16-2021; Ord. 1910, 6-3-2025)

15-88: REGULATORY PERMIT REQUIRED:

A. Application For Permit: At the time authorized by the City, applications for regulatory permits shall be filed by the proposed business owner(s) with the City and include the information set forth herein. The City may request such additional information as they deem necessary to determine who the applicant is, and may adopt additional requirements as authorized in subsection 15-87B of this article.

The applicant shall certify under penalty of perjury that all the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the premises owner.

2. Date of birth.

3. Tax identification number.

4. The address to which notices relating to the application are to be mailed.

5. Previous addresses for the five (5) years immediately preceding the present.

6. The height, weight, color of eyes and hair.

7. Photographs for identification purposes (photographs shall be taken by the Police Department).

8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.

9. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or

state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.

10. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis sales will occur on its property.

11. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis business activities proposed to occur on the premises.

12. A diagram and floor plan of the entire premises, denoting all the use of areas proposed for cannabis production, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. For cannabis dispensaries, the floor plan should show the layout and design of the building. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches (±6").

13. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, twenty-four (24) hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for ~~insuring~~ ensuring the safety of persons and to protect the premises from theft.

15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school or any other sensitive use as set forth in the operational requirements.

16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Other Permits Or Licenses: The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit. (Ord. 1853, 5-7-2019; Ord. XXXX, [date].)

15-89: EMPLOYEE PERMIT REQUIRED:

A. Every employee or independent contractor (to the extent the independent contractor is otherwise allowed by this article) working at a cannabis operation or involved in transportation/delivery related services for a cannabis business shall obtain an employee permit. It shall be the duty of the operator to ensure that employee permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a business owner on a regulatory permit shall not be required to obtain an employee permit if such person also serves as an employee or contractor. All responsible parties, except the business owner, shall be required to obtain an employee permit.

B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:

1. Name, current resident address, and telephone number.
2. Date of birth.
3. Tax identification number.
4. Height, weight, color of eyes, and hair.
5. Photographs for identification purposes (photographs shall be taken by the Police Department)
6. Be fingerprinted by the Police Department.
7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the employee permit.
8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
9. The name of the business owner holding the regulatory permit and the operator for which such person is proposed to work. (Ord. 1853, 5-7-2019; Ord. 1910, 6-3-2025)

15-90: APPLICATION FEES:

Every new application for a regulatory permit, employee permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license, tax, or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general ongoing monitoring for compliance and processing of the application. (Ord. 1853, 5-7-2019)

15-91: INVESTIGATION:

A. Upon the filing of a properly completed application and the payment of the fee, the Police Chief is authorized to conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a regulatory permit and employee permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Porterville Police Department.

B. For employee permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation. (Ord. 1853, 5-7-2019)

15-92: TERM OF PERMITS AND RENEWALS:

Regulatory permits issued under this chapter shall expire on December 31st each year. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this

article. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed. Regulatory fees may be pro-rated based on the term of the regulatory permit. (Ord. 1853, 5-7-2019)

15-93: GROUNDS FOR DENIAL OF REGULATORY PERMIT:

Nothing in this article shall be construed to require the City to grant a regulatory permit.

Notwithstanding this, applications for a regulatory permit are required to be denied for one or more of the following:

A. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.

B. The business owner or operator has been issued a local or State permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.

C. The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.

D. Consistent with State law or other applicable State law, the business owner or operator, or any responsible person, has been:

1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or

2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or

3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or

4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or

5. Has engaged in misconduct related to the qualifications, functions or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State law; or

6. Consistent with State law or other applicable State law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

7. The business owner or operator is under twenty-one (21) years of age, or any older other age set by the State; or

8. The cannabis operation does not comply with the Zoning Ordinance standards of the City, the development standards set forth in this Code, or the terms of the Development Agreement; or

9. The required annual business license fee, annual regulatory fee or fees specified in this Code or the Development Agreement have not been paid. (Ord. 1853, 5-7-2019)

15-94: GROUNDS FOR DENIAL OF EMPLOYEE PERMIT:

The grounds for denial of an employee permit shall be one or more of the following:

A. The applicant has been issued a local or State permit related to cannabis production at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.

B. Consistent with State law or other applicable State law, the applicant has been:

1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or

2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or

3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or

4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in State law; or has engaged in misconduct related to the qualifications, functions or duties of a permittee; or

5. Consistent with State law or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit; or

7. An applicant is under twenty-one (21) years of age, or any older age set by the State. (Ord. 1853, 5-7-2019)

15-95: NOTICE OF DECISION AND FINAL ACTION:

A. Regulatory Permit: Action on a properly authorized and submitted application for a regulatory permit shall be as follows:

1. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the City Council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.

2. Following a public hearing before the City Council, the Council may grant the regulatory permit subject to the other requirements of this article and subject to such conditions as it deems reasonable under the circumstances to protect the public

health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.

B. Employee Permit: Action on the employee permit shall be as follows: The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an employee permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an employee permit shall be final, subject to judicial review. (Ord. 1853, 5-7-2019)

15-96: SUSPENSION AND REVOCATION OF REGULATORY PERMIT OR EMPLOYEE PERMIT:

A. Regulatory Permit: The City Council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:

1. The cannabis operation is conducted in violation of any provision of this article, the terms of the Development Agreement, State law, or any other applicable State law.

2. The cannabis operation is conducted in such a manner as to create a public or private nuisance.

3. A failure to pay the regulatory fee required by this article or other required fees pursuant to this Code or the Development Agreement.

4. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or obstruction of the operation of another business.

5. A failure to comply with the terms and conditions of the regulatory permit issued in connection therewith or the terms of the Development Agreement.

6. Any act which would be considered grounds for denial of the regulatory permit in the first instance.

B. Employee Permit: The Police Chief may suspend or revoke an employee permit when the permittee or the employee has committed any one or more of the following acts:

1. Any act which would be considered a ground for denial of the permit in the first instance.

2. Violates any provision of this article, State law, or any other applicable law relating to the cannabis operation.

3. Violates or fails to comply with the terms and conditions of the employee permit.

C. Procedures For Revoking Regulatory Permits: For regulatory permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a conditional use permit.

D. Procedures For Revoking Employee Permits: Prior to suspension or revocation of an employee permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing.

The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an employee permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.

E. Immediate Suspension: The Police Chief may immediately suspend or revoke a regulatory permit and an employee permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:

1. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation, or in the case of an employee permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.

2. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension. (Ord. 1853, 5-7-2019)

15-97: EFFECT OF DENIAL OR REVOCATION:

When the City Council shall have denied a regulatory permit or revoked a regulatory permit, or the Police Chief shall have denied or revoked an employee permit, no new application for a regulatory permit and no new application for an employee permit shall be accepted and no regulatory permit or employee permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after denying or revoking the regulatory permit or employee permit. (Ord. 1853, 5-7-2019)

15-98: ABANDONMENT:

In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if the cannabis operation ceases for a period of more than ninety (90) consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety (90) day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee. (Ord. 1853, 5-7-2019)

15-99: OTHER LICENSES, PERMITS, TAXES OR CHARGES:

Except as expressly provided in this article, nothing contained in this article shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this Code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or

required by, under or by virtue of any other title or chapter of this Code or any other ordinance or resolution of the City. Any references made or contained in any other title or chapter of this Code to any permits, licenses, taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the permits, licenses, taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this Code unless otherwise expressly provided. (Ord. 1853, 5-7-2019)

15-100: VIOLATION DEEMED MISDEMEANOR AND OTHER REMEDIES:

Any person who violates any provision of this article or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in section 1-9 of this Code. A person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury. Additionally, the City may avail itself of any remedies or enforcement provisions provided for in this Code. (Ord. 1853, 5-7-2019)

15-101: ACTIONS TO COLLECT:

The amount of any tax, fee, penalty and/or interest imposed pursuant to this chapter shall be deemed a debt owed to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent tax, fees, penalties and interest thereon. (Ord. 1853, 5-7-2019)

15-102: SEVERABILITY:

If any provision of this chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable. (Ord. 1853, 5-7-2019)

15-103: REMEDIES CUMULATIVE:

All remedies prescribed under this chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof. (Ord. 1853, 5-7-2019)

15-104: AMENDMENT OR REPEAL:

This article may be repealed or amended by ordinance of the Porterville City Council. (Ord. 1853, 5-7-2019)

15-105: PENALTIES:

Any entity that fails to pay the taxes and/or fees required by this Code or the Development Agreement within fifteen (15) days after the due date shall pay in addition to those taxes and/or fees a penalty for nonpayment in the sum equal to twenty five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the

imposition of the twenty five percent (25%) penalty if the fee remains unpaid - up to a maximum of one hundred percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment. (Ord. 1853, 5-7-2019)

ARTICLE VIII. ROTATIONAL TOW SERVICES

SECTION:

15-110: Purpose

15-111: Definitions

15-112: Rules And Specifications

15-113: Number Of Towing Operators Determined

15-114: Application For Rotation Tow List

15-115: Referral To The Patrol Division Commander

15-116: Towing Rotation List

15-117: Appeal

15-118: Annual Renewal Application

15-119: Removal From The Rotation List

15-120: Execution Of Agreements

15-121: Exceptions

15-122: Authority For City To Maintain Its Own Towing Operations And Towing Storage Yard

15-123: Violation; Penalty

15-110: PURPOSE:

The city council hereby finds that it is in the public interest to establish a rotation list for towing services to provide the police department with an expedient means of moving damaged and disabled vehicles, illegally parked vehicles, vehicles that must be moved for safekeeping and evidentiary purposes, and abandoned, wrecked, dismantled or inoperative vehicles constituting a nuisance. (Ord. 1743, 7-1-2008)

15-111: DEFINITIONS:

CHIEF: The chief of police of the city. For purposes of this article, "chief" also includes any appropriate designee of the chief of police.

DEPARTMENT: The city police department.

ELIGIBILITY LIST: The city's list of towing operators who have filed an application to participate in the rotation list and who the chief has determined to be qualified to participate in the rotation list.

PATROL DIVISION COMMANDER: The person commanding the patrol division of the department.

ROTATION LIST: The city's list of towing operators who have been selected from the eligibility list to be used by the department for the purpose of providing tow truck services in accordance with the provisions of this article.

RULES AND SPECIFICATIONS: The city's rules and specifications for towing services, drivers and vehicle storage facilities, which shall be promulgated by the patrol division commander pursuant to section 15-112 of this article.

TOW OR TOWING: The act of moving damaged or disabled vehicles, illegally parked vehicles, vehicles that must be moved for safekeeping and evidentiary purposes, and abandoned, wrecked, dismantled or inoperative vehicles constituting a nuisance.

TOW TRUCK: A motor vehicle that has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline, dolly or rollback carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

TOWING OPERATOR: Any person, firm or corporation with a valid business license from the city and engaged in the business of towing and storing vehicles in the city. (Ord. 1743, 7-1-2008)

15-112: RULES AND SPECIFICATIONS:

A. The patrol division commander shall promulgate written rules and specifications governing the provision of towing services, the qualifications and conduct of drivers, and the requirements for vehicle storage facilities. The rules and specifications may be modified from time to time as deemed appropriate by the chief. All towing services provided pursuant to the rotation list shall be subject to the requirements set forth in the rules and specifications.

B. The rules and specifications shall include, but not be limited to, provisions requiring that all towing operators participating in the rotation list do the following:

1. Obtain a city business license;

2. Enter into a tow service agreement (TSA) with the city;

3. Pass a background check as determined by the patrol division commander; and

4. Abide by the provisions of this article and the rules and specifications promulgated by the patrol division commander and the tow service agreement. (Ord. 1743, 7-1-2008)

15-113: NUMBER OF TOWING OPERATORS DETERMINED:

A. The patrol division commander shall determine the number of towing operators needed to provide towing services to the police department. On or before July 1 of each calendar year, the patrol division commander shall make a determination as to the appropriate number of towing operators to be placed on the rotation list for the following year. The patrol division commander's determination shall be based upon the number of towing service providers that may be required for the public convenience and necessity

and for the efficient operation of the department. In determining the required number of towing operators, the patrol division commander shall consider the following factors:

1. The operational needs of the police department;

2. The population growth in the city;

3. The additional land area annexed into the city;

4. The number of currently authorized towing operators and their average response times;

5. The administrative burdens imposed by the number of towing operators to be included on the rotation list; and

6. Other relevant, objective factors to be determined by the patrol division commander.

B. The patrol division commander's determination shall be made in writing and shall include the number of towing operators to be included on the rotation list. (Ord. 1743, 7-1-2008)

15-114: APPLICATION FOR ROTATION TOW LIST:

A. Any person requesting to be on the PPD rotation tow listing shall submit a letter of interest to the patrol division commander between July 1 and July 15 of each calendar year. This letter of interest shall be accompanied by:

1. A signed Porterville police department tow service agreement;

2. A completed rotation tow listing application (CHP 234A);

a. Under CHP area on the form, mark N/A;

3. A completed tow operator/driver information form (CHP 234F) for each person who will be driving for the business; and

4. All documentation required by the Porterville police department tow service agreement, including documentation of a satisfactory level one inspection and local tow truck inspection. (Ord. 1743, 7-1-2008)

15-115: REFERRAL TO THE PATROL DIVISION COMMANDER:

A. During July of each calendar year, an open enrollment meeting shall be conducted to discuss any changes in the new TSA as well as any issues concerning the rotation tow program. Upon receiving an application, the patrol division commander shall cause an investigation to be conducted to determine the applicant's qualifications to comply with the provisions of this article. Within thirty (30) days after the filing of the application, the patrol division commander shall determine whether the towing operator is eligible for the rotation list. The patrol division commander shall determine eligibility pursuant to guidelines set forth in the rules and specifications. If the patrol division commander determines that a towing operator is qualified, the towing operator's name shall be placed on the eligibility list. Qualified towing operators shall be placed on the eligibility list in the order in which their complete applications were received. If the patrol division commander determines that a towing operator is not qualified, the towing operator shall receive a written statement of the reasons for the patrol division commander's decision.

1. In response to the department's duty to protect the public, and upon completion of a background check, the patrol division commander may disqualify an operator or driver for various reasons. These reasons include, but are not limited to:

a. Prior felony conviction.

b. Pattern of thefts.

c. Crimes of moral turpitude. (Ord. 1743, 7-1-2008)

15-116: TOWING ROTATION LIST:

A. Towing operators selected to provide towing services to the city and to participate in the rotation list shall abide by the rules and specifications set forth in this article and the tow service agreement.

B. Based on the number of towing operators needed, as determined by the patrol division commander pursuant to section 15-113 of this article, the patrol division commander shall select from the eligibility list the appropriate number of towing operators to be placed on the rotation list and participate in the towing rotation program for the following year. The patrol division commander shall select towing operators from the eligibility list in the order in which their complete applications were received. If a towing operator is currently on the rotation list and is deemed to be in good standing, that operator shall be granted a place on the next rotation list providing they meet the terms and conditions set forth in the TSA for that year.

C. When the patrol division commander or chief of police determines that an emergency exists, nothing shall prohibit a city employee from requesting services from a towing operator who is not on the list.

D. The rotation list may be amended from time to time as part of the chief's promulgation or modification of the rules and specifications. (Ord. 1743, 7-1-2008)

15-117: APPEAL:

Any applicant deemed ineligible by the patrol division commander shall have the right to appeal the decision to the chief of police. Appeals must be made by filing a notice of appeal with the chief of police within ten (10) days of receipt of a notice of the patrol division commander's decision. The chief of police shall hear the appeal within thirty (30) days after the appeal is filed. The chief of police shall notify the applicant of the decision within ten (10) days after the decision is made. The chief of police may affirm or overrule the patrol division commander's decision. The chief of police's decision shall be final. (Ord. 1743, 7-1-2008)

15-118: ANNUAL RENEWAL APPLICATION:

To continue to participate in the rotation program, each towing operator on the rotation list must file with the patrol division commander a renewal application for the following year. The renewal application must be filed during the annual enrollment period in the year prior to the year for which the renewal is sought. The application must describe any changes regarding the information in the original application. If there are no material changes and if the patrol division commander determines that the towing operator has performed well during the preceding year, the patrol division commander may place the towing operator on the rotation

list for the following year. If there are material changes or if the patrol division commander determines that the towing operator has not performed well, the renewal application will be treated as if it were an original application and will be subject to the procedures for reviewing new applications, as set forth in this article and in the rules and specifications. (Ord. 1743, 7-1-2008)

15-119: REMOVAL FROM THE ROTATION LIST:

A. The patrol division commander may remove a towing operator from the rotation list on any of the following grounds:

1. A finding that a towing operator falsified any portion of its application or failed to include required or important information on the application;

2. A finding that the towing operator has failed to comply with or violated any of the terms or conditions of either this article, the towing service agreement or the rules and specifications;

3. A finding that the towing operator has engaged in misconduct or a pattern of behavior, by or through its agents or otherwise, that is either inconsistent with the goals of providing quality service to the community or not in the best interests of the city or its residents.

B. If the towing operator does not agree with the patrol division commander's decision to remove the towing operator from the rotation list, it may file an appeal with the chief of police, following the procedures set forth in section 15-117 of this article. (Ord. 1743, 7-1-2008)

15-120: EXECUTION OF AGREEMENTS:

All towing operators selected to participate in the rotation list shall enter into a towing service agreement with the city. The written agreement shall be in a form approved by the city attorney. (Ord. 1743, 7-1-2008)

15-121: EXCEPTIONS:

Nothing in this article shall prohibit or otherwise restrict owners or operators of a vehicle from selecting and calling a towing vehicle of their own choice. (Ord. 1743, 7-1-2008)

15-122: AUTHORITY FOR CITY TO MAINTAIN ITS OWN TOWING OPERATIONS AND TOWING STORAGE YARD:

Nothing in this article shall be construed to restrict or prohibit the city from conducting its own towing operations or maintaining its own towing storage yard, either in lieu of or in addition to the towing services provided by and the towing storage yards maintained by any towing operator participating in the rotation list. (Ord. 1743, 7-1-2008)

15-123: VIOLATION; PENALTY:

Any towing operator or officer, official, employee or agent thereof who violates any provision of this article shall be guilty of a misdemeanor. In addition to any other penalties, any towing

operator violating any provision of this article shall be subject to removal from the rotation list. (Ord. 1743, 7-1-2008)

ARTICLE IX. MASSAGE BUSINESSES AND PRACTITIONERS

SECTION:

15-124: Applicability Of Chapter

15-125: Definitions

15-126: Exemptions

15-127: Requirements For Individuals Practicing Massage

15-128: Requirements For Massage Businesses

15-129: Violations

15-130: City Registration Certificate Suspension Or Revocation

15-131: Denial/Appeals

15-132: Conditions Of Approval

15-133: Hearing Fees

15-134: Reapplication After Denial Or Revocation

15-135: No Refund Of Fee

15-136: Inspection By Officials

15-137: Notifications

15-138: Business Location Change

15-139: Sale Or Transfer Of Massage Business Interest

15-124: APPLICABILITY OF CHAPTER:

A. Except as otherwise provided, all of the provisions of this chapter shall be applicable to all massage businesses and all massage practitioners operating within the city of Porterville. This article shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.

B. Any massage business that is legally operating under a city of Porterville business license as of the date of adoption hereof may procure a registration certificate pursuant to this article without having achieved CAMTC certification, so long as that business continues to operate without change in ownership and in good standing with all applicable provisions of state, federal, and Porterville laws and regulations, and otherwise complies with this article in its entirety. (Ord. 1831, 1-19-2016)

15-125: DEFINITIONS:

As used in this article:

ANCILLARY MASSAGE SERVICES: Those services where less than twenty percent (20%) of the gross floor area of the business is devoted to massage.

CALIFORNIA MASSAGE THERAPY COUNCIL OR CAMTC: The massage therapy organization formed pursuant to chapter 10.5 of division 2 of the Business And Professions Code sections 4600 et seq.

CERTIFIED MASSAGE PRACTITIONER OR THERAPIST: Any individual certified by the California massage therapy council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to chapter 10.5 of division 2 of the California Business And Professions Code sections 4600 et seq.

CITY: The city of Porterville, California.

CITY MANAGER: The city manager of the city of Porterville or designee.

CITY REGISTRATION CERTIFICATE OR REGISTRATION CERTIFICATE OR REGISTRATION: A certificate issued by the city to a massage business to practice massage for compensation pursuant to this article.

CLIENT: The customer or patron who pays for or receives massage services.

COMMUNITY DEVELOPMENT DIRECTOR: The ~~community development director~~ Director of Planning and Engineering of the city of Porterville or designee.

COMPENSATION: The payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

DAY: Calendar day, unless otherwise specifically expressed.

DISQUALIFYING CONDUCT: Any of the following:

A. Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:

1. A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;

2. Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;

3. Any other crime involving dishonesty, fraud, deceit, or moral turpitude;

4. A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections A1 through A3 of this definition;

5. Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;

6. A violation of California Health And Safety Code sections 11054, 11055, 11056, 11057, or 11058; or

7. Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.

B. Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant whose city registration certificate, CAMTC

certification, or trainee registration certificate or permit, which was issued by the state of California or any county or city has been suspended or revoked for good cause;

C. Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health And Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or

D. Committing a violation of any provision of this article provided that the applicant received timely notice of the violation.

EMPLOYEE: Any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business.

FINANCE DIRECTOR OR DIRECTOR: The ~~finance director~~ Director of Planning and Engineering of the city of Porterville or designee.

HEARING OFFICER: The administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this article.

MANAGER: The person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day to day operations with corresponding responsibilities. The term "manager" may also include an owner.

MASSAGE BUSINESS OR BUSINESS: Any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities, including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage business under this article. The term "massage business" includes a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this article, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs certified massage practitioners or therapists.

MASSAGE BUSINESS OWNER OR OWNER: Any of the following persons:

A. Any person who is a general partner of a general or limited partnership that owns a massage business.

B. Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business.

C. Any person who is a member of a limited liability company that owns a massage business.

D. Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

MASSAGE OR MASSAGE THERAPY: The skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation. Examples of massage include, but are not limited to, Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology.

RECEPTION AREA: An area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

REGISTRATION CERTIFICATE HOLDER: The applicant named on the application for a registration certificate and all massage business owners.

RENT-SPACE MASSAGE THERAPIST OR RENT-SPACE THERAPIST: A person who practices massage at a massage business but is not an employee of the business.

SOLE PROPRIETORSHIP: Means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

VISITOR: Any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-126: EXEMPTIONS:

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

A. Complete exemption. The requirements of this chapter shall not apply to the following individuals:

1. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

2. Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.

3. Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.

4. Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.

5. Any other business or profession exempt from the provisions of this chapter by state law.

B. Limited Exemption. In addition to any other applicable provisions of this article, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:

1. Massage services must be performed by a certified massage practitioner or therapist;

2. Subsection 15-128 F of this article related to facility requirements as they pertain to the portion of business that is utilized for massage;

3. Subsection 15-128 G of this article related to operational requirements; and

4. Section 15-136 of this article related to inspections.

C. Additional Limited Exemption/Temporary Permit. An individual who is currently not a certified massage practitioner or therapist by CAMTC as defined in Section 15-125 , due to his or her school having closed on or before June 30, 2016, may obtain a license to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business for one six-month period, pending CAMTC certification under its Closed School Policy(ies), provided that all the following requirements are met:

1. Prior to applying for a permit under this section, he or she ~~is~~ possesses a valid business license for massage therapy services and was at all times in good standing in another U.S. city's jurisdiction.

2. The individual provides sufficient evidence to and as determined by the City of Porterville that he or she is applying to the CAMTC for certification as a certified massage therapist or practitioner.

3. The individual provides evidence of current membership with the Associated Bodywork & Massage Professionals, including proof of current insurance coverage obtained through that Association.

4. The individual's business location and operations must comply with all other provisions of this Article and Chapter 21 of the Porterville Municipal Code. A Non-CAMTC certified owner of a business where ~~the~~ an individual will be engaging in massage therapy services shall continue to be required to comply with all applicable requirements specified in Article IX, including but not limited to 15-128 B.il, even if the massage therapy services qualify as ancillary massage services.

5. If the individual does not receive his or her CAMTC certification within the period specified above, the permit shall expire and the individual will no longer be able to practice massage therapy services in the City. The City may extend the permit for a maximum of one additional six-month period, upon a showing by the individual that CAMTC certification/approval is pending, after which no further extensions shall be granted.

D. Furnish Evidence: Any person claiming an exemption under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including, proof of bona fide employment or, if applicable, a citation to the particular provision of state law upon which that person relies. (Ord. 1831, 1-19-2016; amd. Ord. 1851, 3-5-2019; Ord. XXXX, [date].)

15-127: REQUIREMENTS FOR INDIVIDUALS PRACTICING MASSAGE:

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner or therapist. (Ord. 1831, 1-19-2016)

15-128: REQUIREMENTS FOR MASSAGE BUSINESSES:

A. Requirements: It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:

1. All of the individuals employed by the massage business to perform massage are certified massage practitioners or therapists;

2. The business has a valid city business license under this chapter; and

3. The business has a valid city registration certificate under this article.

B. Application For City Registration Certificate: The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:

1. The legal name, address and telephone number of the massage business.

2. A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.

3. Legal names of all owners of the massage business and the names of all managers.

4. Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.

5. For all owners, a valid and current driver's license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.

6. The form of business under which the massage business will be operating (i.e., corporation, general or limited partnership, limited liability company, or other form).

7. For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business And Professions Code section 4600 et seq., any local, state, or federal law, or the provisions of this article may result in revocation of the business's city registration certificate.

8. The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension or denial.

9. The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside

or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.

10. For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner, and copy of that person's CAMTC issued identification card.

11. For each owner that is not CAMTC certified, current fingerprints taken by the city of Porterville police department or a certified and approved California live scan fingerprinting center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.

12. The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC issued identification card for each certified massage practitioner.

13. The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.

14. Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.

15. Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.

16. The name of the individual to receive notices on behalf of the business.

17. Any other identification and information necessary to discover the truth of the matters required to be set in the application.

C. Changes To Application Information: Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.

D. Approval Or Denial Of City Registration Certificate And Massage Business Registration Certificate Renewals:

1. Within thirty (30) days following receipt of a completed application, ~~finance director~~ Director of Planning and Engineering shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:

a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;

b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in "disqualifying conduct" as defined in this article within five (5) years immediately preceding the date of filing of the application;

c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;

d. The applicant or any owner has violated any provision of this article, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;

e. The applicant is less than eighteen (18) years of age;

f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the ~~finance director~~ Director of Planning and Engineering;

g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or

h. The applicant or any owner is indebted to the city for any unpaid fee or fine.

2. If prosecution is pending against the applicant or any owner for either conduct violating this article's provisions or conduct violating Business And Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Porterville city attorney or prosecution attorney.

E. Written Notice Of Denial: Upon determining that grounds for denial exist, the ~~finance director~~ Director of Planning and Engineering shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal pursuant to section 15-131 of this article, and

shall be delivered by mail to the applicant as that name and address appear on the application.

F. Facilities Prerequisite To Registration Certificate Issuance: A registration certificate shall not be issued pursuant to this article unless an inspection reveals that the business complies with each of the following minimum requirements of this article and chapter 21 of this code:

1. Facility Requirements:

a. No massage or massage services shall be given in a business, or premises registered pursuant to this article, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one individual with one or no employees or independent contractors.

b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.

c. Minimum lighting consisting of at least one artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.

d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.

e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.

f. Adequate bathing, dressing, locker and toilet facilities shall be provided for clients. A minimum of one tub or shower; one dressing room containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be modified upon approval of the city manager if the services provided or site plan do not necessitate some or all of these facilities.

g. A minimum of one washbasin for employees shall be provided at all times. The basin shall be located within, or as close as practicable, to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.

h. In the reception area, in letters that are a minimum of one inch (1") in height, a notice in English (and any other language that the business chooses) that provides information substantially as follows:

THIS MASSAGE BUSINESS AND THE MASSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE

i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.

j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.

k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use.

l. A massage business shall operate only under the name specified in its city registration certificate.

m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

G. Operating Requirements:

1. Massage may be provided only between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. No massage business shall be open and no massage services shall be provided between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. A massage commenced prior to nine o'clock (9:00) P.M. shall nevertheless terminate at nine o'clock (9:00) P.M., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at nine o'clock (9:00) P.M.

2. The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the CAMTC registration certificate of each and every certified massage practitioner or therapist employed in the business in an open and conspicuous place on the premises. Passport size photographs of the registration certificate holder shall be affixed to the respective registration certificate on display pursuant to this section.

3. For each massage service provided, every massage business shall keep a complete and legible written record of the following information:

a. The date and hour that service was provided;

b. The service received;

c. The name or initials of the employee entering the information; and

d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Porterville police department, or other city officials charged with enforcement of this article. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

4. All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:

a. Attire that is transparent or see through, or substantially exposes the employee's undergarments;

b. Swim attire, if not providing a water-based massage modality accepted by the California massage therapy council;

c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts; d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;

e. Attire worn in a manner that is otherwise deemed by the California massage therapy council to constitute unprofessional attire based on the custom and practice of the profession in California.

5. At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.

6. The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one individual with one or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.

7. During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.

8. Clients and visitors shall only be permitted in the massage business during the hours of operation.

9. Visitors shall only be permitted in the reception area of the massage business.

10. Clients shall only be permitted in massage treatment areas if at least one massage practitioner is on the premises.

11. The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.

12. The owner and manager shall maintain a register of all employees or rent-space massage therapists. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner

and manager shall make the employee register immediately available for inspection upon demand by a representative of the Porterville police department or the city at all reasonable times. The employee register shall include, but not be limited to, the following information:

a. The name, nicknames and/or aliases used by an employee or rent-space massage therapist.

b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.

c. The employee's or rent-space therapist's home address and relevant phone numbers (including, but not limited to, home and cellular numbers).

d. The employee or rent-space therapist's age, date of birth, gender, height, weight, color of hair and eyes.

e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.

f. The duties of each employee.

13. While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.

14. The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the city pursuant to this section, including, but not limited to, the termination of certified massage practitioners or therapists. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.

H. City Registration Certificate: A city registration certificate issued pursuant to the terms of this article shall be valid for a term of one year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-129: VIOLATIONS:

A. In addition to any other remedy available under the law, violations of this article are subject to all applicable remedies within this code, including, but not limited to, section 1-9 of this code and/or the administrative citations and penalties provisions in chapter 1 of this code.

B. Any massage business operated, conducted, or maintained contrary to the provisions of this article shall constitute an unlawful business practice pursuant to Business And Professions Code section 17200 et seq., and the city attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by

this article, commence an action or actions, proceeding or proceedings in the superior court of Tulare County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including, but not limited to, fines, attorney fees and costs. All remedies provided for in this article are cumulative.

C. It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this article. The city may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinment of that business in any manner provided by law. (Ord. 1831, 1-19-2016)

15-130: CITY REGISTRATION CERTIFICATE SUSPENSION OR REVOCATION:

A. In addition to any other remedy available to the city under this code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:

1. The registration certificate holder and/or agent has violated any provision of this article or the grounds for denial of the registration certificate exist;

2. The registration certificate holder and/or agent is a person who has engaged in "disqualifying conduct" as defined in this article;

3. The registration certificate holder and/or agent has failed to comply with one or more of the facilities and operations requirements of this article;

4. The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;

5. The registration certificate holder and/or agent has continued to operate the massage business after the city registration certificate or registration has been suspended; or

6. The registration certificate holder and/or agent has failed to apply with the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the city pursuant to section 15-128 of this article, including, but not limited to, the termination of certified massage practitioners or therapists; or

7. Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:

a. Does not have a valid CAMTC certification; or

b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct. (Ord. 1831, 1-19-2016)

15-131: DENIAL/APPEALS:

A. Notice of denial, suspension or revocation shall contain a statement of the violation(s) which constitute the basis for the suspension or revocation and information about the right to appeal. Notice of the suspension or revocation shall be given by first class mail

to the owner and real property owner at the addresses shown on the registration certificate. Service shall be deemed complete when the notice is mailed by first class mail. The owner shall have ten (10) calendar days from the date the notice is served to appeal to the ~~finance director~~ Director of Planning and Engineering in writing and upon payment of a fee in an amount established by city council resolution. Upon issuance of a notice of suspension or revocation, the registration certificate shall be surrendered and no massage activity may occur while any appeal proceeds.

B. Upon receipt of an appeal, the ~~finance director~~ Director of Planning and Engineering shall appoint a hearing officer. A hearing shall be scheduled upon not less than ten (10) calendar days and not more than thirty (30) days, unless extended by mutual agreement. Notice of the hearing shall be given by first class mail to the owner and real property owner at the address shown on the registration certificate. Service shall be deemed complete when the notice is mailed.

C. The hearing officer's jurisdiction is limited to determining whether evidence exists to provide grounds for the registration certificate denial, suspension or revocation.

D. The city shall provide proof of any violations by a preponderance of the evidence. Formal rules of evidence shall not apply to the hearing.

E. The hearing officer shall:

1. Receive evidence regarding the proposed suspension, revocation or certificate denial.

2. Maintain a record of all evidence introduced.

3. Record the hearing.

4. Consider the nature, volume, severity, and frequency of any violations.

5. Decide whether grounds exist of the suspension or revocation or denial.

6. Issue a written decision within seven (7) days of the hearing that includes the factual and legal basis of the decision and a notice of the appeal rights contained in this article.

F. The hearing officer's decision shall be final upon mailing by first class mail to the owner and real property owner at the address listed on the registration certificate.

G. The hearing officer's decision is subject to review pursuant to California Code Of Civil Procedure section 1094.6. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-132: CONDITIONS OF APPROVAL:

The director or hearing officer may condition any city registration certificate if they find that grounds for denial or revocation of a registration certificate exist. (Ord. 1831, 1-19-2016)

15-133: HEARING FEES:

All hearings held as provided in this article may be subject to a filing fee in an amount established by the city council resolution. (Ord. 1831, 1-19-2016)

15-134: REAPPLICATION AFTER DENIAL OR REVOCATION:

A. An applicant for a city registration certificate under this article whose application for registration has been denied may not reapply for registration for a period of two (2) years from the date of the denial. However, a reapplication prior to the termination of two (2) years may be made if accompanied by evidence that the ground(s) for denial of the application no longer exist. Notwithstanding, if an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial.

B. A registration certificate holder under this article whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of two (2) years from the date of the revocation or denial.

C. If an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial. (Ord. 1831, 1-19-2016)

15-135: NO REFUND OF FEE:

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the city registration certificate has been suspended or revoked, or because the registration certificate holder discontinues an activity for which a city registration certificate is required pursuant to this article. (Ord. 1831, 1-19-2016)

15-136: INSPECTION BY OFFICIALS:

The investigating and enforcing officials, including, but not limited to, the Porterville police department; Tulare County health department; or the city's ~~finance director~~ Director of Planning and Engineering, code enforcement, or building and safety officials, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this article. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-137: NOTIFICATIONS:

A massage business shall immediately report to the city's business license department any of the following:

A. Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;

B. Resignations, terminations, or transfers of certified massage practitioners or therapists employed by the registrant's massage business;

C. The occurrence of any event involving the registrant's massage business or the massage practitioners or therapists employed there that constitutes a violation of this article or state or federal law. (Ord. 1831, 1-19-2016)

15-138: BUSINESS LOCATION CHANGE:

Upon a change of location of a massage business, a new application shall be made to the director for a city registration certificate pursuant to the requirements of section 15-128 of this article prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this article and chapter 21 of this code are complied with, and a change of location fee in an amount established by city council resolution to defray the costs of investigation and report has been paid to the city. A new location shall be subject to an inspection under section 15-136 of this article before a new registration will be issued. (Ord. 1831, 1-19-2016)

15-139: SALE OR TRANSFER OF MASSAGE BUSINESS INTEREST:

A sale or transfer of any interest in a massage business, which interest would be reported as required in this article upon application for a city registration certificate, shall be reported to the ~~finance director~~ Director of Planning and Engineering within ten (10) days of the sale or transfer. The ~~finance director~~ Director of Planning and Engineering shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the ~~finance director~~ Director of Planning and Engineering necessitated by each sale or transfer. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

CITY OF PORTERVILLE

MUNICIPAL CODE

CHAPTER 15: LICENSES AND BUSINESS REGULATIONS

(As Amended [Ord. XXXX, Adopted _____)

ARTICLE I. GENERAL PROVISIONS

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15-1: DEFINITIONS:

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

ADVERTISING SOLICITOR: Any person who goes from place to place within the city selling or offering to sell advertising service using any advertising method.

AMUSEMENTS, AMUSEMENT RIDES: One or more merry-go-rounds, exhibitions, flying horses, Ferris wheels, or other similar devices.

ARCADE: A commercial establishment containing any combination of five (5) or more apparatuses, devices and/or machines operated by payment of fees and where the apparatus, devices and/or machines make possible a game or contest.

AUCTION SALES: All sales by auction of personal and/or real property.

BUSINESS: Professions, trades and occupations, and all and every kind of calling whether or not carried on for profit.

CARD ROOM: Any room in which there are card tables used, kept or intended for use in the playing of any kind of legal card game where the same is conducted as a business or in connection with a business.

CARNIVAL: A group of two (2) or more shows, entertainments, games, devices, mechanical rides, amusements, vaudeville or dramatic or minstrel performance, or games, tricks, devices or wheels, the result of the operation of which is dependent upon chance or skill, and as a result of the operation of which things or representatives of value are given or paid. The charging of a single admission fee to a carnival shall not limit the provisions of this chapter.

CITY: City of Porterville, Tulare County, state of California.

COLLECTOR: The Director of Planning and Engineering or designee of the city and duly authorized assistants and/or deputies of the director.

CONTRACTORS: Means and includes those trades licensed by the state contractors' licensing board.

FIXED PLACE OF BUSINESS OR ESTABLISHED BUSINESS WITHIN THE CITY: A permanent store, office or place where business is legally and regularly transacted from month to month in such manner as business of that nature is generally or customarily carried on and conducted and when the circumstances show an intention to become an established, fixed and continuous part of the regular and legitimate business life of the city. In questionable cases, such facts must be shown by the exhibition of a bona fide lease or rental agreement to the premises where such business is to be conducted, such lease or rental agreement to be for a minimum period of not less than ninety (90)

days.

FLEA MARKET OR SWAP MEET: Any collection of two (2) or more vendors gathered together in a common area segregated by spaces, booths or other designated selling locations for the purpose of selling, offering to sell, bartering, or offering to barter, or any combination thereof, goods, wares, merchandise or articles of value. This definition shall be liberally construed so as to apply to any activity commonly known and referred to as a flea market, swap meet, or farmers' market.

FLEA MARKET OR SWAP MEET OPERATOR: Any person, corporation or organization conducting, managing or engaging in the business of operating a swap meet, flea market, or farmers' market.

FLEA MARKET OR SWAP MEET VENDOR: Any person, corporation or organization, and all employees and agents thereof, who purchases or acquires a space or spaces from a flea market or swap meet operator, or who purchases or acquires the right to be on the premises for the purpose of operating a business at a flea market, swap meet, or farmers' market.

GOING OUT OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that upon the disposal of the stock of goods on hand the business will cease and be discontinued, including, but not limited to, the following types of sales: adjusters; adjustment; alteration; assignees; bankrupt; benefit of administrator; benefit of creditors; benefit of trustees; building coming down; closing; creditors committee; creditors; end; executors; final days; forced out; forced out of business; insolvent; last days; lease expires; liquidation; loss of lease; mortgage sale; receivers; trustees; quitting business; going out of business.

GOODS: Any goods, wares, merchandise or other personal property capable of being the objects of a sale regulated hereunder.

GROSS RECEIPTS: Shall include the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Included in "gross receipts" as concerns telephone companies shall be only those receipts derived from providing telephone service within the city and only receipts resulting from intrastate telephone service. Excluded from "gross receipts" shall

be cash discounts allowed and taken on sales; credit allowed on property accepted as part of the purchase price and which property may later be sold; any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; such part of the sale price of property returned by purchasers upon recession of the contract of sale as is refunded whether in cash or by credit; amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those from whom collected.

Note: All receipts of a business should be included under gross receipts with the following exceptions:

A. Cash discounts allowed.

B. Trade in allowances.

C. Sales tax.

D. Excise tax.

E. Any other tax included in or added to the price of the product.

F. Sales return allowances.

G. Amounts collected as an agent which are to be paid to others. (An example of this might be a down payment collected by a realtor or a stock purchase price collected by a stockbroker.)

INSURANCE BROKER: A person who, for compensation and on behalf of another person, transacts insurance other than life with, but not on behalf of, an insurer.

ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer. The provisions of this definition shall not apply to commercial travelers or selling agents, selling their goods exclusively to merchants, dealers or traders, whether selling for present or future delivery, by sample or otherwise, nor to peddlers, as the same is defined in this chapter. Further, the provisions of this definition shall not apply to persons selling fruit, vegetables, eggs, butter or other farm or ranch products of their own farm or dairy, exclusively, nor shall it apply to food products defined as "cottage foods" pursuant to the Health And Safety Code, live plants or plant cuttings, or homemade arts or crafts when such items are offered for sale by the preparer at a coordinated farmers' market or similar event approved through the city.

PAID PROMOTER: Every person, and each agent or representative of such person conducting, carrying on or managing, for any compensation whatsoever, the business of selling tickets for, or promoting by advertising or otherwise, any activity within the city.

PARADE: Any march or procession consisting of persons, animals, or vehicles, or a combination thereof, except funeral processions, upon any public street, sidewalk, alley, or public place, which march or procession does not comply with normal and usual traffic regulation or control.

PEDDLER: Any person who goes from house to house, place to place, or in or along the streets, within the city selling or offering to sell, barter or exchange, and making or offering to make immediate delivery of any goods, wares, merchandise or anything of value, in the possession of the peddler to persons other than manufacturers, wholesalers, jobbers or retailers of such commodities; provided, that a producer who furnishes directly and delivers any poultry, eggs, butter, fruit, vegetables or meat being exclusively the produce of his own garden, farm, ranch, or dairy to persons within the city, shall not be deemed a peddler within the meaning of this definition.

PERSON: All domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, societies, and individuals transacting and carrying on any business in the city other than as an employee.

PERSONAL LOANS OR SUPPLIER OF FINANCING: Every person who either for himself or any other person engages in the business of loaning money, advancing credit, loaning credit, whether security of any kind (personal or real property) is taken for such loan or

advance or not, or purchasing or discounting of any obligation of money due or to become due or any evidence of any obligation of money due, whether such obligation is secured or guaranteed or not. Nothing in this definition shall be deemed or construed to apply to any person conducting a banking business or financial corporation exempt under the laws of California, or to persons required to be licensed by the state of California under provisions of the "personal property brokers act", or to the holder of a pawnbroker's license.

QUARTER: A period of three (3) calendar months. The "quarter" as referred to in this chapter shall commence on the first days of July, October, January, and April and end on the last days of September, December, March and June. A quarter shall include any fraction thereof.

RECYCLABLE WASTE HAULER: Any person who goes from place to place, or business to business, within the city collecting and hauling recyclable waste materials such as bottles, cans, cardboard, oil, paper or paper products, or any other substance for the purpose of reclamation or other use. Nothing in this definition shall be deemed or construed to apply to any person conducting business as a junk dealer.

REMOVAL OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that the person conducting the sale will cease and discontinue business at the place upon disposal of the stock of goods on hand and then will remove to and resume business at a new location in the city or will continue business from other existing locations in the city.

SEMIANNUAL: A period of six (6) calendar months. The semiannual period as referred to in this chapter shall commence on the first days of July and January and end on the last days of December and June. A semiannual period shall include any fraction thereof.

SOLICITOR OR CANVASSER: Any person who goes from house to house or from place to place within the city, selling or taking orders for, or offering to sell or take orders for, any goods, wares or merchandise or any article, for future delivery, or selling or taking orders for any service or services to be furnished or performed in the future at any place within the city other than a fixed place of business, or for making, manufacturing, treating or repairing of any article or thing whatsoever, for future delivery.

STREET VENDORS/PUSH CART VENDORS: Every person conducting, carrying on or managing the selling or offering for sale any food, beverages, goods, wares, merchandise of any type including, but not limited to, plants, flowers, toys, paintings, furniture, or rugs, or articles of personal property, in his/her possession, if the offer for sale occurs from a basket, box or any other type of receptacle, stand, wagon, motor vehicle, push cart, or any other type of vehicle. (Ord. 1324, 12-18-1984; Ord. 1531 § A1, 6-18-1996; Ord. 1586 § A1, 5-16-2000; Ord. 1820, 12-16-2014)

15-2: PURPOSE OF CHAPTER:

This chapter is enacted to raise revenue for municipal purposes and to assure the orderly conduct of the business community of the city. (Ord. 1324, 12-18-1984)

15-3: SUBSTITUTE FOR OTHER REVENUE ORDINANCES:

Persons required to pay a license tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license tax for the privilege of

doing such business required under any other ordinance or chapter of this code and shall remain subject to the regulatory

provisions of other ordinances. (Ord. 1324, 12-18-1984)

15-4: EFFECT OF CHAPTER ON PAST ACTIONS AND OBLIGATIONS PREVIOUSLY ACCRUED:

Neither this chapter nor its superseding of any portion of any other ordinance or chapter of this code shall in any manner be construed to affect prosecution for violation of any other ordinance or chapter committed prior to the effective date hereof, nor be construed as a waiver of any license or any penal provisions applicable to any such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance to be posted, filed or deposited; and all rights and obligations thereunto appertaining shall continue in full force and effect. (Ord. 1324, 12-18-1984)

15-5: LICENSE REQUIRED:

A. General Business License: There are hereby imposed upon the businesses, trades, professions, callings and occupations transacting business within the city, license taxes in the amounts hereinafter prescribed. It shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from said city so to do or without complying with any and all applicable provisions of this chapter. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California.

Persons not required to obtain a license prior to doing business within the city because of conflict with applicable statutes of the United States or of the state of California shall not be liable for payment of the tax imposed by this chapter.

B. Card Room: A license shall be obtained by any person to conduct, operate, or carry on, or permit to be carried on, the business of a card room.

C. Junk Dealer And/Or Collector: A license shall be obtained by any person before engaging in the business of maintaining or operating, conducting, carrying on, or managing a junk or secondhand dealership.

D. Branch Establishments Or Multiple Businesses: A separate business license must be obtained for each branch establishment or location of the business transacted and carried on and for each separate type of business at the same location, and each business license shall authorize the holder to transact and carry on only the business described thereby at the location or in the manner designated in such business license; provided, that warehouses used in connection with or incidental to a business taxed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments; and provided further that any person conducting two (2) or more types of businesses at the same location and under the same management, or at different locations, but which businesses use a single set or integrated set of books and records, may at his option, pay only one tax calculated on all gross receipts of the businesses under the schedule that applies to the type of business of such person which requires the highest percentage payment on such gross receipts. Vehicles, coin operated

machines or any other type of operation incidental to the licensed business shall fall within the gross receipts schedule designated for said business. However, wherein two (2) or more businesses are operated under the same ownership or management that are licensed under the "flat rate" section of this chapter, that flat rate of each type of business shall apply.

E. Sale Of Salvaged Goods: No license shall be required under the provisions of this chapter for the sale of goods, wares or merchandise salvaged from any fire, wreck or other calamity in the city. (Ord. 1324, 12-18-1984)

15-5.1: REFUSAL TO ISSUE LICENSE:

A. Nothing in this chapter shall be deemed to prevent the city council from refusing to grant to any person a license to carry on and conduct any business in the city, when it shall appear to the city council that such business is, or is reasonably certain to be, carried on in such manner as to be unlawful, immoral or a menace to the health, safety, peace or general welfare of the people of the city, or that the applicant is not a fit or proper person to carry on such business, or of such character and reputation as to render it reasonably certain that such business will be carried on by the applicant in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city, or that the applicant has theretofore been convicted of any crime in connection with, or while engaged in the operation of a similar business in the city, or has been convicted of any crime affecting the moral character of such applicant.

B. The city council shall refuse to issue a business license to any applicant where it is apparent that the issuance of such license would allow for the practice, operation or carrying out of any activity that conflicts with any local, state or federal law. (Ord. 1817, 10-7-2014)

15-6: EXEMPTIONS:

A. Interstate Commerce: Nothing in this chapter shall be deemed or construed to apply to any person transacting and carrying on any business exempt by virtue of the constitution or applicable statutes of the United States or of the state of California from the payment of such taxes as are herein prescribed. None of the license taxes provided for by this chapter shall be so applied as to occasion an undue burden upon interstate commerce. In any case where a license tax is believed by a licensee or applicant for license to place an undue burden upon such commerce, he may apply to the collector for an adjustment of the tax so that it shall not be discriminatory or unreasonable as to such commerce. Such application may be made before, at, or within six (6) months after payment of the prescribed license tax. The applicant shall, by affidavit and supporting testimony, show his method of business and the gross volume or estimated gross volume of business and such other information as the collector may deem necessary in order to determine the extent, if any, of such undue burden on such commerce. The collector shall then conduct an investigation and, after having first obtained the written approval of the city attorney, shall fix as the license tax for the applicant, an amount that is reasonable and nondiscriminatory, or if the license tax has already been paid, shall order a refund of the amount over and above the license tax so fixed. In fixing the license tax

to be charged, the collector shall have the power to base the license upon a percentage of gross receipts or any other measure which will assure that the license tax assessed shall be uniform with that assessed on businesses of like nature, so long as the amount assessed does not exceed the license tax as prescribed by this chapter. Should the collector determine the gross receipts measure of license tax to be the proper basis, he may require the applicant to submit, either at the time of termination of applicant's business in the city, or at the end of each six (6) month period, a sworn statement of the gross receipts and pay the amount of license tax therefor; provided, that no additional license tax during any one calendar year shall be required after the licensee shall have paid an amount equal to the annual license tax as prescribed in this chapter. Any person claiming an exemption pursuant to this section shall file a verified statement with the collector stating the facts upon which exemption is claimed. The collector shall, upon a proper showing contained in the verified statement, issue a license to such person claiming exemption under this section without payment to the city of the license tax required by this chapter. The collector, after giving notice and a reasonable opportunity for hearing to a licensee, may revoke any license granted pursuant to the provisions of this section upon information that the licensee is not entitled to the exemption as provided herein.

B. Charitable And Nonprofit Organizations: The provisions of this chapter shall not be deemed or construed to require the payment of a license tax to conduct, manage or carry on any business, occupation or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes or from which profit is not derived either directly or indirectly, by an individual such to be classified as a nonprofit corporation or organization; nor shall any license tax be required for the conducting of any entertainment, concert, exhibition or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school or to any religious or benevolent purpose; nor shall any license tax be required for the conducting of any entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, educational, military, state, county, or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived, either directly or indirectly, by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this chapter requiring a permit from the city council or any commission or officer to conduct, manage or carry on any profession, trade, calling or occupation. (Ord. 1324, 12-18-1984)

15-7: APPLICATION FOR LICENSE:

A. General Business License: Every person required to have a license under the provisions of this chapter shall make application for same to the collector of the city. Every applicant for a business license shall pay to the collector, in addition to the prescribed license tax, a nonrefundable application fee of twenty-five dollars ($25.00) prior to processing of said application. Where the application is approved, the application fee shall be applied to the business license fee for the first licensing period. Where

approval of the application is denied, or if the applicant withdraws or cancels request for business license, or if the business license is not issued for any reason, the twenty-five dollar ($25.00) application fee will be retained by the city to cover processing costs of the application. Upon payment of the prescribed license tax the collector shall issue to such person a license which shall contain: 1) the name of the person to whom the license is issued; 2) the business or profession licensed; 3) the place where such business or profession is to be transacted and carried on; 4) the date of the expiration of such license; and 5) such other information as may be necessary for the enforcement of the provisions of this chapter. Upon a person making application for the first license to be issued hereunder or for a newly established business or profession, in all cases where the amount of license tax to be paid is measured by gross receipts, such person shall furnish to the collector for his guidance in ascertaining the amount of license tax to be paid by the applicant, a written statement, upon a form provided by the collector, sworn to before a person authorized to administer oaths, setting forth such information as may be therein required and as may be necessary to determine the amount of the license tax to be paid by the applicant. If the amount of the license tax to be paid by the applicant is measured by gross receipts, he shall estimate the gross receipts for the period to be covered by the license to be issued. Such estimate, if accepted by the collector as reasonable, shall be used in determining the amount of license tax to be paid by the applicant; provided, however, the amount of the license tax so determined shall be tentative only, and such person shall, within thirty (30) days after the expiration of the period for which such license was issued, furnish the collector with a sworn statement, upon a form furnished by the collector, showing the gross receipts during the period of such license, and the license tax for such period shall be finally ascertained and paid in the manner provided by this chapter for the ascertaining and paying of renewal license taxes for other businesses or professions, after deducting from the payment found to be due, the amount paid at the time such first license was issued. The collector shall not issue to any such person another license for the same or any other business or profession, until such person shall have furnished to him the written statement and paid the license tax as herein required. In all cases, the applicant for the renewal of a license shall submit to the collector for his guidance in ascertaining the amount of the license tax to be paid by the applicant, a written statement, upon a form to be provided by the collector, written under penalty of perjury, or sworn to before a person authorized to administer oaths, setting forth such information concerning the applicant's business or profession during the preceding year as may be required by the collector to enable him to ascertain the amount of the license tax to be paid by said applicant pursuant to the provisions of this chapter.

B. Card Room License: Every person desiring to conduct, operate or carry on the business of a card room shall make written application to the chief of police for a license to do so on forms provided by him. The chief of police shall make such investigation of the applicant and of the premises as he deems necessary or is deemed necessary by the city council. (Ord. 1324, 12-18-1984)

15-8: LICENSE ISSUANCE:

A. General Business License: The collector shall issue a business license to any person applying therefor when he is satisfied that the business will not conflict with any law, ordinance or regulation of the city.

B. Card Room License: The chief of police shall report the findings of his investigation as described in subsection 15-7B of this article, together with his recommendation, to the city council. The city council may, in its discretion, issue the license subject to such conditions as it deems reasonable, or refuse to issue the license. The city council shall be the sole judge of the sufficiency of whether the issuance or denial of the license is detrimental to the public health, morals, general welfare or the public peace. The decision of the city council shall be final.

C. Street Vendors/Peddlers Business License: The following information will be collected prior to the issuance of a street vendor/peddler license:

1. A description of the type of food/merchandise to be sold.

2. A description of the type of conveyance or vehicle and proposed locations.

3. Evidence of Tulare County health department certificate.

4. Evidence of general liability insurance, automobile liability, and workers compensation (when applicable).

a. General liability insurance, including public liability, property damage insurance, and products liability, the form of which shall be subject to the approval of the city risk manager, indemnifying the city from any liability whatsoever arising out of the carrying on of any business authorized by such permit. Such insurance shall name the city, its officers, employees, agents and volunteers as additional insured, shall provide for cross liability between insured and provide that the applicant's insurance is primary to any insurance coverage administered or owned by the city. The amounts of insurance coverage shall be in the form of a one hundred-thousand-dollar ($100,000.00) umbrella policy aggregate per incident;

b. Workers' compensation insurance as required by state statutes, when operators are employees and not owners; and

c. Automobile liability coverage as required by state statutes.

5. Evidence of payment of the city's business license fee of twenty-five dollars ($25.00) semiannually per vehicle, cart or any other type of conveyance.

6. Photo identification cards to be carried by vendor.

7. Evidence of state sales tax identification number or certificate of state sales tax exemption.

8. Evidence of sound registration statement approval by city police department in accordance with section 3-12 of this code for those street vendors with sound systems.

9. This requirement shall not apply to caterers licensed under section 15-23, gross receipts, classification B, of this code. (Ord. 1324, 12-18-1984; Ord. 1531 § A2, 6-18-1996)

15-9: LICENSE RENEWAL:

The collector shall renew any general business license upon payment of the proper fee and when the conditions set forth under subsection 15-8A of this article are met. (Ord. 1324, 12-18-1984)

15-9.1: TERMINATION OF BUSINESS:

Any business which shall remain within closed doors, without being open to the public for the transaction of business for thirty (30) days shall be deemed and considered to be finally terminated, and the license to conduct same shall be declared to be forfeited, and any person desiring to reopen or continue such business will be required to take out a new license in accordance with the provisions of this chapter.

In the event that the period of thirty (30) days is not or appears to be not sufficient time for the closing of such business, the proprietor or operator of the business may make application to the city council for an extension of time, submitting such evidence as he may have in support of his application, and the decision of the city council shall be final.

The terms conducting business continuously or remaining in business in the city shall mean any business which is open to the public for the transaction of business on every legal business day of the year, Sundays and legal holidays being excepted. An exception will be made in case of a business which is being prepared for a sale or for the purpose of inventory taking at which time not to exceed five (5) days' closure will be allowed; provided, that any business, which from its nature is seasonal or operative for only a portion of each year, may be excepted from the above definition if the applicant for a license will file with the city a declaration or statement of this fact when applying for license; provided, further, that in no case shall a greater than fifty percent (50%) reduction be made from the regular license rate on account of the seasonal nature of the business. (Ord. 1324, 12-18-1984)

15-10: PENALTIES:

A. All license taxes due hereunder shall be paid in the office of the collector unless otherwise expressly provided.

B. For failure to pay a license tax for a general business license when due, whether for renewal of an existing license or for failure to make application and payment for license prior to first day of commencing business, the collector shall add successive, cumulative penalties in the amount of twenty five percent (25%) of the business tax per month on the last day of each month after the due date thereof, providing that the amount of such penalty to be added shall in no event exceed three hundred percent (300%) of the amount of the business tax due.

C. License taxes shall be considered due and payable and delinquent as follows:

1. Application and payment for license must be made prior to the first day of conducting business and shall be considered delinquent at eight o'clock (8:00) A.M. on the first day of conducting such business.

2. Annual license taxes shall be due on July 1 and shall be delinquent at five o'clock (5:00) P.M. on July 31.

3. Semiannual license taxes shall be due on the first day of July and January and shall be delinquent at five o'clock (5:00) P.M. on the last day of the first month in which the semiannual tax is due.

4. Quarterly license taxes shall be due on the first day of July, October, January and April, and delinquent at five o'clock (5:00) P.M. on the last day of the first month in which the quarterly tax is due.

5. Monthly license taxes shall be due on the first day of the month for which the license is sought and delinquent at five o'clock (5:00) P.M. on the last day of said month.

6. Weekly license taxes shall be due on Monday of each week and shall be delinquent at five o'clock (5:00) P.M. on Friday of said week.

7. Daily license taxes shall be due on its effective date and delinquent at five o'clock (5:00) P.M. of due date.

D. In lieu of paying said license taxes at the office of the collector as specified in subsection A of this section, said license taxes may be deposited in United States mail, postage prepaid, on the due date, provided the transmitting envelope contains a postage cancellation stamp showing cancellation not later than twelve o'clock (12:00) midnight on the due date.

E. If the due day falls on Saturday, Sunday or a holiday, the due day shall be the next regular business day on which the city hall is open to the public.

F. The collector may, for good cause, extend for not more than thirty (30) days the time for filing any report or paying any sum required to be paid hereunder. The extension may be granted at any time provided a written request therefor is filed with the collector prior to the delinquency date.

G. The provisions in this section are in addition to and shall not limit the provisions of section 15-21 of this article. (Ord. 1324, 12-18-1984)

15-11: ENFORCEMENT, INSPECTIONS AND AUDITS OF BUSINESSES:

It shall be the duty of the collector, and he is hereby directed, to enforce each and all of the provisions of this chapter. The chief of police shall render such assistance in the enforcement hereof as may from time to time be required by the collector or the city council.

The collector in the exercise of the duties imposed upon him hereunder and, acting through his deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. The collector and each and all of his assistants and any police officer of the city of Porterville shall have the power and authority to enter, free of charge, and at any reasonable time, any place of business required to procure a business license herein, and demand an exhibition of said license. Any person having such business license theretofore issued, in his possession or under his control, who wilfully fails to exhibit the same on demand, shall be guilty of a misdemeanor and subject to the penalties provided for by the provisions of this chapter. It shall be the duty of the collector and each of his assistants to seek a complaint from the appropriate authority to be filed against any and all persons found to be violating any of said provisions. No statements shall be conclusive as to the matters set forth therein, nor shall the filing of the same preclude the city from collecting by appropriate action such sum as is actually due and payable hereunder. Such statement and each of the several items therein contained shall be subject to audit and verification by the collector, his deputies, or authorized employees of the city, who are hereby authorized to examine, audit and inspect such books and records of any licensee or applicant for license, as may be necessary in their judgment to verify or ascertain the amount of license fee due.

All licenses, applicants for licenses, and persons engaged in business in the city are hereby required to permit an examination of such books and records for the purposes aforesaid.

The information furnished or secured pursuant to this section or any other section of this chapter shall be confidential except that the business name, address, telephone number, the owner's name and dates business commenced or closed, which information shall be subject to public inspection. (Ord. 1324, 12-18-1984)

15-11.1: LICENSE FEE DEBT; MINIMUM FEE:

The amount of any license imposed by this chapter shall be deemed a debt to the city; and any person carrying on any trade, calling, profession or occupation mentioned in this chapter without having a license from the city to do so shall be liable to an action in the name of the city in any court of competent jurisdiction, for the amount of license imposed on such trade, calling, profession or occupation by the provisions of this chapter.

A suit may be brought against any person for any license fee in this chapter specified, due and unpaid, in the name of the city, in any court of competent jurisdiction. The city attorney is authorized to bring such action when in his judgment there is reason to believe the amount can be collected, and an attachment may also be issued.

The conviction and punishment of any person for transacting any trade, calling, profession or occupation without a license shall not excuse or exempt such person from the payment of any license due or unpaid at the time of conviction, and nothing in this chapter shall prevent a criminal prosecution for any violation of the provisions of this chapter.

If any person fails or refuses to file any required return within the time prescribed, or if after demand therefor made by the collector, fails to file a corrected return; or if any person subject to the tax imposed by this chapter fails or refuses to apply for a business license, such person shall be required to pay a license at such return as the collector may, after investigation, fix as the proper return to be paid by such person, in any event not less than a minimum license tax of seventy dollars ($70.00) semiannually and shall be guilty of a violation of this chapter.

If any license or penalty be not paid when due, the same shall be delinquent, and such nonpayment shall constitute a violation of the terms of this chapter, and the applicant shall be subject to the penalties provided by this chapter, and the city shall be entitled to enforce the collection of such license fee in the manner specified in this chapter, and the collector may rescind and revoke any license issued, or the right to do or carry-on business in the city. (Ord. 1324, 12-18-1984)

15-12: REVOCABILITY OF LICENSE:

The city council reserves the right to revoke the license granted any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city.

A. General Business License: The collector may revoke any license for extended nonpayment of the license fees or for violation of any of the regulations set forth in this chapter. Said revocation may be appealed to the city council by the licensee as set forth in subsection 15-13A of this article.

B. Card Room: A card room license may be revoked at any time by the chief of police if, in his judgment, such action is necessary. Said revocation may be appealed to the city council as set forth in section 15-13B of this article. (Ord. 1324, 12-18-1984)

15-13: APPEALS:

A. General Business License: Any person aggrieved by any decision of the collector with respect to the issuance or refusal to issue such license may appeal to the council by filing a notice of appeal with the clerk of the council. The council shall thereupon fix a time and place for hearing such appeal. The clerk of the council shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to such person at his last known address. The council shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this chapter.

B. Card Room License: The licensee may appeal revocation of a license by filing a written appeal with the city council within ten (10) calendar days of the action by the chief of police. The city council shall hear the appeal and shall affirm or revoke said action as in its judgment appears to be in the public interest. The decision of the city council shall be final. If the licensee does not appeal within the ten (10) calendar day period, the revocation of the license shall be final and conclusive. (Ord. 1324, 12-18-1984)

15-14: FAILURE TO FILE STATEMENT OR CORRECTED STATEMENT:

If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the collector, he fails to file a corrected statement, the collector may determine the amount of license tax due from such person by means of such information as he may be able to obtain. If such a determination is made, the collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to the person so assessed at his last known address. Such person may, within fifteen (15) days after the mailing or serving of such notice, make application in writing to the collector for a hearing on the amount of the license tax. If such application is made, the collector shall cause the matter to be set for hearing within thirty (30) days before the city council. The collector shall give at least ten (10) days' notice to such person of the time and place of hearing in the manner prescribed above for serving notices of assessment. The council shall consider all evidence produced; and shall make findings thereon, which shall be final. Notice of such findings shall be served upon the applicant in the manner prescribed above for serving notices of assessment. (Ord. 1324, 12-18-1984)

15-15: ADDITIONAL POWER OF COLLECTOR:

In addition to all other power conferred upon him, the collector shall have the power, for good cause shown, to extend the time for filing any required sworn statement for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued; and shall have the further power, with the consent of the city council, to compromise any claim as to amount of license tax due. (Ord. 1324, 12-18-1984)

15-16: ASSIGNMENT OR TRANSFER; LICENSE OR LOCATION:

No license issued pursuant to this chapter shall be transferable; provided that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may upon application therefor have the license amended to authorize the transacting and carrying on of such business under said license at some other location to which the business is or is to be moved. (Ord. 1324, 12-18-1984; Ord. 1540, 9-3-1996)

15-17: RESERVED:

(Rep. by Ord. 1537 § A, 8-6-1996)

15-18: DUPLICATE LICENSE:

A duplicate license may be issued by the collector to replace any license previously issued hereunder which has been lost or destroyed upon the licensee filing statement of such fact, and at the time of filing such statement paying to the collector a duplicate license fee of five dollars ($5.00). (Ord. 1324, 12-18-1984)

15-18.1: REFUNDS:

License taxes, penalties and costs collected or received by the city may be refunded as herein provided and not otherwise if a signed and verified claim therefor is filed with the collector within six (6) months after the date of payment. Such refund may be made only under the following conditions:

A. Where a refund is specifically authorized by the provision of law requiring payment of the license, permit or application fee.

B. Where the money is paid to secure a license or permit not required by law.

C. Where the amount paid was in excess of the amount required by law.

D. Where the money paid was not required by law.

E. Where the applicant for any license has not, at any time after the commencement of the period or term during which the requested license would have been effective, commenced or engaged in the business or occupation, or performed any act for which the license was required.

F. Where the money paid was not required by law, or was erroneously or illegally collected or received by the city through mistake, inadvertence or error of law or of fact, and whether paid or charged under color of any provision of this chapter, or otherwise.

This section is remedial in purpose. Its terms and requirements shall not be deemed to limit or qualify the lawful right of any person to bring or maintain an action or proceeding based upon the general law of this state for any remedy provided by law. (Ord. 1324, 12-18-1984)

15-19: POSTING AND KEEPING LICENSES:

All licenses must be kept and posted in the following manner:

A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.

B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his person at all times while transacting and carrying on such business. (Ord. 1324, 12-18-1984)

15-20: REGULATIONS:

A. Card Tables:

1. Conformance With State Law: It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.

2. Licenses: Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.

3. Hours Of Operation: Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. Patron Security And Safety: All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection. The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each

calendar year, the licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy- in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than three (3) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

7. Location: No license shall be issued except for a location deemed suitable by the city council.

8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;

b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;

c. Conviction of the applicant for any crime punishable as a felony;

d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;

e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;

f. Wilful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code; or

g. The applicant is less than twenty-one (21) years of age.

The department of justice's division of gambling control may object to the issuance of a work permit by the city for any cause deemed reasonable by the division.

9. Revocation And Appeal:

a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.

b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.

B. Coin Operated Machines:

1. Contents Of Applications: At the time a license is applied for, the applicant shall give the serial number, and kind or character of such machine.

2. Display Of License Or Stamp: No person shall maintain any vending, weighing, entertainment or amusement machine within the city without having posted thereon in a conspicuous place a stamp or label, which shall be issued and supplied by the collector, which stamp or label shall indicate the number of the license, together with the date of expiration thereof; and in the event any duly qualified officer of the city finds any such machine being maintained in the city without such stamp or label being maintained thereon in a conspicuous place, or without such stamp or label indicating that there is a valid and unexpired license issued covering such machine, it shall be his duty to seize and hold such machine for the payment of the license tax, which machine shall be disposed of upon the nonpayment of such tax as provided by the laws relative thereto.

3. Transfer Of License: In the event any person discontinues maintaining any vending, weighing, entertainment or amusement machine duly licensed pursuant to this chapter during a period when such license remains unexpired, the licensee may substitute another similar machine in place of the machine, the use of which is so discontinued, and may maintain such substituted machine without the payment of an additional license tax for the unexpired period of the license carried on such discontinued machine; provided, however, that such person surrender the unexpired license of such discontinued machine to the collector and obtain from the collector a new license for such unexpired period for the replacing machine.

4. Location Of Machines: No license as provided in this chapter shall be issued for the maintaining of any vending, weighing, entertainment or amusement machine upon any public street, sidewalk, alleyway or court within the city.

C. Junk Dealers And/Or Collectors:

1. Permit Required: Before any person shall engage in the city in the business of buying or selling old rope, brass, copper, tin, lead, rags, slush, empty bottles, paper, bagging, or other junk whether at a fixed place of business or as an itinerant peddler, he shall make application to the city council for a permit to engage in such business. Such application shall be referred to the chief of police, who shall make an investigation concerning the character of the applicant, and within seven (7) days shall report thereon to the city council. Upon receiving such report, the city council shall grant or deny the applicant a permit to engage in such business, and such permit shall be granted unless it shall appear from such report of the chief of police that the applicant is not a person of good moral character, or has not a good character in respect to honesty and integrity; provided, however, that no such permit shall be granted unless the city council find that such applicant, or if the applicant be a corporation, the manager thereof, has been a resident of the city for not less than ninety (90) days prior to such application.

2. Registration Of Purchases: Every person maintaining or operating a junk shop or junkyard shall keep at his place of business a substantial well bound book, and shall promptly enter therein an exact description of all personal property purchased by him or it, the date of purchase, name and residence or place of business of the person from whom purchased, and all particular or prominent marks of identification that may be found on such property. Such book shall be kept neat and clean, and all entries made therein shall be neatly and legibly written in ink. Such book shall at all times during the ordinary hours of business be open to the inspection of the chief of police, or any other city officer.

3. Required Holding Period: All junk purchased by owners or keepers of junk shops or junkyards shall be held for a period of at least nine (9) days before the same shall be sold.

4. Pawning And Pledging Prohibited: No owner or keeper of a junk shop or junkyard shall receive any personal property by way of pledge or pawn, nor shall any owner or keeper of a junk shop or junkyard engage in the business of pawnbroking on the same premises wherein a junk shop or junkyard is located.

5. Hours Of Business: No junk peddler shall purchase or collect any junk in the city between the hours of six o'clock (6:00) P.M. and six o'clock (6:00) A.M.

6. Revocation Of Permit: The city council may revoke the junk dealer permit granted to any person upon failure of such person to conduct and carry on such business in accordance with the provisions of this subsection; and such permit may likewise be revoked, if in the conduct of such business, any law of the state, county or city be violated.

7. Places Of Business: It shall be unlawful for any owner, tenant or lessee of any premises in the city, or the owner, tenant or lessee of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle to keep, place or maintain thereon, or to

permit the keeping, placing or maintaining thereon, of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle which is used or which is to be used for a dental or chemical laboratory or for the display or selling of merchandise therein, or to use or permit the use of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle on any premises in the city for business, religious, educational, retail, commissary, shop, storage, office purposes or for other type of commercial retail purpose.

D. Bingo Games:

1. Bingo Games Allowed Only By Eligible Organizations With Proper City Permit: Bingo games within the city are illegal except those organizations exempted from the payment of the bank incorporation tax by sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, and 23701l of the California Revenue and Taxation Code and by mobile home park associations and senior citizens' organizations; provided, that the proceeds of such games are used only for charitable purposes; and provided, that these eligible organizations have applied for and received the proper city bingo license and conformed to section 326.5 of the California Penal Code and the provisions of this chapter.

2. Application And Fee For License: Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application, in writing, to the office of the Director of Planning and Engineering on a form provided by the city. The issuing authority shall be the Director of Planning and Engineering, after approval of the chief of police. The license shall be for a term of one year from the date of issuance. The license fee, whether for the initial license or renewal, will be fifty dollars ($50.00) annually. If an application for a license is denied, one-half (1/2) of the license fee paid shall be refunded to the organization.

3. Contents Of Application: Said application for a bingo license shall obtain the following information:

a. The name, address, date, place of birth, physical description and driver's license number of every officer of the charitable organization.

b. The name, address, date, place of birth, physical description and driver's license number of not more than twenty (20) members who will be authorized to operate the licensed bingo games on behalf of the organization.

c. The particular property within the city including the street number owned or leased by the applicant, and used by such applicant for an office or for the performance of the purposes for which the applicant is organized, on which property bingo games will be conducted together with the occupancy capacity of such place.

d. The proposed days of week and hours of day for conduct of bingo games.

e. That the applicant agrees to conduct the bingo games in strict accordance with section 326.5 of the California Penal Code and this chapter as they may be amended from time to time and agrees that the license to conduct bingo games may be revoked by the chief of police when there is a violation of this chapter or other applicable laws.

f. The application shall be signed by said applicant under penalty of perjury.

g. The annual license fee shall accompany the application.

h. The applicant shall also submit, with its application, a certificate or determination of exemption under section 23701d of the California Revenue and Taxation Code, or a letter of good standing from the exemption division of the franchise tax board in Sacramento, showing exemption under said section 23701d.

4. Investigation Of Applicant: Upon receipt of the completed application and the fee, the Director of Planning and Engineering shall refer the application to the appropriate departments of the city for investigation, as to whether or not all the statements in the application are true, and whether or not the property of the applicant qualifies and the extent to which it qualifies, as property in which bingo games may lawfully be conducted, as to fire, occupancy and other applicable restrictions.

5. Contents Of License: Upon being satisfied that the applicant is fully qualified under the law to conduct bingo games within the city, and the police department has investigated the application, the Director of Planning and Engineering shall issue a license to said applicant, which shall contain the following information:

a. The name and nature of the organization to whom the license is issued.

b. The address where bingo games are authorized to be conducted.

c. The occupancy capacity of the room in which bingo games are to be conducted.

d. The days of the week and times during which games may be conducted.

e. The date of the expiration of such license.

f. Such other information as may be necessary or desirable for the enforcement of this subsection.

6. Consent: The application for or acceptance of a license constitutes:

a. Consent to the entry of any pubic officer or peace officer to investigate the location identified in the application before the issuance of a license, as well as during any game thereafter.

b. Consent to the chief of police or his agents to review or audit the charitable organization's records relating to the conduct of bingo games into the special account required by California Penal Code section 326.5(j) for the purposes of verifying compliance with the financial interest and special fund requirements of Penal Code section 326.5 and with this chapter and with all other applicable laws and regulations.

7. Violation A Misdemeanor: Any person who conducts a bingo game without the proper license as required by this chapter, or who operates a bingo game in violation of any of the requirements of this chapter, or who operates any bingo game after the suspension or revocation of a bingo license is guilty of a misdemeanor.

8. Summary Suspension Or Revocation: The chief of police may suspend or revoke a license for any violation of the provisions of this subsection or of any applicable law or regulation, or for any false misleading or fraudulent statement of a material fact in the application for the license, or in the promotion, supervision, operation, conduct or staffing of any bingo game.

9. Notice Of Suspension Or Revocation: When it appears that there is probable cause for a suspension or revocation, the chief of police shall prepare a written statement showing the cause and the specific action to be taken. This written notice shall be served on an officer or member of the organization listed on the license application.

10. Appeal Process:

a. After receiving the written notice of suspension or revocation, the affected licensee may file a written request for an appeal hearing with the city manager. The decision of the city manager will be final. The written request for an appeal hearing must be filed with the city manager's office no later than seven (7) calendar days after receiving the written notice of suspension from the chief of police.

b. This appeal hearing must be held within thirty (30) days of the request being filed with the city manager. Upon the conclusion of the appeal hearing, the city manager shall issue his or her written decision within ten (10) days.

c. Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the city for a period of one year from the date of such revocation; provided, however, if the ground for revocation is the cancellation of the exemption granted under section 23701d of the Revenue and Taxation Code, such organization may again apply for a license upon proof of reinstatement of said exemption.

11. Definition Of Bingo: As used in this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols designated on a card which conform to numbers or symbols selected at random.

12. Maximum Amount Of Prize: The total value of prizes awarded during the conduct of any bingo games shall not exceed two hundred fifty dollars ($250.00) in cash or kind, or both, for each separate game which is held.

13. Profits To Be Kept In Separate Fund Or Account: All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. The licensee shall keep full and accurate record of the income and expenses received and disbursed in connection with its operation, conduct, promotion, supervision and any other phase of bingo games which are authorized by this chapter. The city, by and through its authorized officers, shall have the right to examine and audit such record at any reasonable time and licensee shall fully cooperate with the city by making such records available.

14. Financial Interest In Licensee Only: No individual, corporation, partnership or other legal entity except the licensee shall hold a financial interest in the conduct of such bingo game.

15. Exclusive Operation By Licensee: A bingo game shall be operated and staffed only by members of the licensee organization. Such members shall not receive a profit, wage or salary from bingo game. Only the licensee shall operate such game, or participate in the promotion, supervision or any phase of such game.

16. Bingo Games Open To Public: All bingo games shall be open to the public, not just to the members of the licensee organization.

17. Attendance Limited To Occupancy Capacity: Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the fire department and building department of the city in accordance with applicable laws and regulations. Licensee shall not reserve seats or space for any person.

18. Bingo Games Conducted Only On Licensee's Property: A licensee shall conduct a bingo game only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. The license issued under this chapter shall authorize the holder thereof to conduct bingo games only on such property, the address of which is stated in the application. In the event the described property ceases to be used as an office and as a place for performance of the purposes for which the licensee is organized, the license shall have no further force or effect. A new license may be obtained by an eligible organization, upon application under this chapter, when it again owns or leases property used by it for an office or for performance of the purposes for which the organization is organized. Nothing in this subsection should be construed to require that the property owned or leased by the organization be used or leased exclusively by such organization.

19. Bingo Cards: Only preprinted cards that bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinances" are to be used in any bingo game.

20. Minors Not To Participate: No person under the age of eighteen (18) years of age shall be allowed to participate in a bingo game.

21. Intoxicated Persons Not To Participate: No person who is obviously intoxicated shall be allowed to participate in a bingo game.

22. Hours Of Operation: No licensee shall conduct any bingo game more than ten (10) hours out of any twenty four (24) hour period. No bingo game shall be conducted before ten o'clock (10:00) A.M. nor after twelve o'clock (12:00) midnight of any day.

23. Participant Must Be Present: No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

24. Receipt Of Profit By A Person A Misdemeanor Under State Law: It is a misdemeanor under section 326.5(b) of the Penal Code of the state of California for any person to receive a profit, wage or salary from any bingo game authorized under this chapter, a violation of which is punishable by a fine not to exceed ten thousand dollars ($10,000.00), which fine shall be deposited in the general fund of the city.

25. City May Enjoin Violation: The city may bring an action in a court of competent jurisdiction to enjoin a violation of section 326.5 of the California Penal Code or of this subsection.

26. Severability: If any portion of this subsection 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 portion of this subsection. The city council hereby declares that it would have adopted this subsection and each

portion thereof, irrespective of the fact that any one or more sections, subsections or portion be declared invalid or unconstitutional.

E. Community Civic Events:

1. City Council Findings: The city council finds and declares that it has historically closed city streets in portions of the downtown area, for the purpose of assisting certain community and regional events benefitting the city, the community at large, and nonprofit organizations operating in the city. Control over the operation of these community civic events has traditionally been turned over to the entity sponsoring the event. The city council finds and declares that there is a need to provide written guidelines and regulations on how these community civic events shall operate.

2. Purpose: The purpose of this subsection is to establish a legal framework for the operation of community civic events, to set forth minimal requirements for sponsors of these events, to meet the need for order and control during these events, and to ensure that the theme or character of the event is maintained, and that use of public property is compatible with the event.

3. Definition: "Community civic event" (hereafter referred to as "CCE") shall mean the sponsoring and conducting by a nonprofit organization of a civic, artistic, cultural, charitable, educational, veteran or benevolent activity of community interest. The council shall require reasonable proof of the nonprofit status of the sponsoring organization.

4. Participation: Participation in a CCE and use of public right of way shall be limited to those members of the sponsoring organization, in good standing with the organization, and those persons and vendors as may be approved by the sponsoring organization.

5. Permit Required: The CCE sponsor shall obtain a CCE permit from the city not less than thirty (30) nor more than one hundred eighty (180) days before the commencement date of the proposed permit activities; provided, that the council may waive these time requirements if it determines such a waiver to be in the public interest. Upon receipt of an application, the business license clerk shall circulate the application to the following departments for comments and approval: police department, fire department, finance department, Planning and Engineering department, public works department, parks and recreation department, and risk management department. These departments may impose terms and conditions upon the CCE permit and issuance and approval of the permit is conditioned upon compliance with the required conditions. At a minimum, the permit shall include conditions for holding the city harmless, maintaining minimum limits of liability insurance in accordance with city standards, providing security and traffic control, providing adequate restroom and sanitation facilities, and paying for the cost of city services. The nonprofit sponsor of the CCE shall be exempt from a license fee. Said permit shall be valid for a maximum of four (4) consecutive days. If an event runs for four (4) consecutive days, one of those days must include a Saturday, Sunday or national holiday. No person or sponsoring organization shall fail to keep the permit, at all times, at the place where the activities are being conducted, nor fail upon demand therefor to exhibit such permit to any public officer. The permit may be revoked for noncompliance with the conditions of the permit and the provisions of this

subsection. Revocation may be made by the council, city manager, chief of police, or their designees. If the grounds for revocation occur during the CCE, the council, city manager, chief of police or their designee shall first advise the CCE sponsor of the grounds for revocation and provide an opportunity to correct the same. The permit may also be revoked during the CCE if fire or another emergency requires the CCE to be terminated to protect the public safety. When the permit is revoked for this reason, all CCE participants must immediately comply with instructions from any city police officer or fire department personnel.

6. Application: The application for the CCE permit shall contain:

a. The name of the applicant, the sponsoring organization, the CCE chairperson, and the addresses and telephone numbers of each.

b. The location and outside perimeter of the CCE area, indicated upon a map of the area.

c. The date and times at which the CCE activities are to take place.

d. A description of the CCE activities which will be conducted.

A preliminary list of persons who will be engaging in the CCE, and a preliminary list of persons engaging in temporary selling activities at any time during the dates and times for which a temporary selling permit has been granted shall be furnished to the city no later than one week before the CCE is to take place. An amended list of all participants is required to be submitted in conjunction with the payment of business license fees per subsection E16 of this section.

The council shall cause such application to be investigated and shall grant the permit if it determines that the proposed CCE activities will not disrupt to an unreasonable extent the movement of vehicular or pedestrian traffic or create a hazard to the public; that the proposed CCE activities are not of a size or nature that requires the diversion of so great a number of police personnel to regulate such CCE activities that it prevents reasonable police protection for the city; that the concentration of persons, equipment and materials is not so great in the CCE areas that it would prevent proper fire, police and ambulance protection; and that the CCE permit applicant agrees to be responsible for cleanup necessitated by the proposed activities. The council may, in its discretion, require a cleanup deposit to guarantee that cleanup takes place. The council shall condition the granting of permits upon compliance with the provisions of this subsection and also with such other conditions as the council may deem necessary to impose for the proper protection of persons and property.

7. Responsible Party: The sponsoring organization shall be responsible for the CCE and for all necessary planning, physical facilities, equipment, fire lanes, and removal, cleanup, and staffing. The sponsoring organization shall be responsible for any necessary permits and code requirements for the conduct of such CCE as may be required by county and state agencies and coordination with appropriate city departments, such as police and fire. All necessary certificates and approvals by any health or other governmental organization shall be in possession of the person representing the sponsoring entity in such CCE.

8. Management: Subject to the minimum requirements imposed by this subsection, the CCE sponsor shall:

a. Promulgate rules and regulations for the CCE, including rules and regulations to maintain the theme or character of the CCE. A copy of the rules and regulations shall be submitted to the business license clerk prior to the CCE.

b. Have control over the terms and conditions under which persons chosen to provide vending services will operate at a CCE including, but not limited to, products sold, hours of sale, fees, vendor locations and issuance of seller permits.

c. Take any other actions which are necessary for the efficient management and operation of the CCE.

9. Minimum Requirements: The CCE sponsor shall abide by the following minimum requirements. These minimum requirements shall be deemed a part of the permit conditions and may be supplemented by resolution of the city council.

a. Maintain openings between vendor booths or sizes, and at locations and distances, required by the city. The required openings shall be identified on the CCE sponsor's street plan.

b. Not use any permanent or semipermanent paint or other markers to delineate or mark the location or other direction on any public street, sidewalk, alley or parking lot.

c. Not discriminate in the selection of any vendor on the basis of race, color, religion, sex, national origin, or familial status, or violate any law with respect to the selection of any vendor.

d. Require that all vendors obtain and display all appropriate permits, licenses, and certificates, and comply with all applicable federal, state and local laws, ordinances, and regulations.

e. Require that all vendors maintain their spaces in a clean and sanitary condition, including the removal of containers, waste and trimmings before leaving the area.

f. Require that vendors take sufficient measures to keep the city storm drain system free from contamination, and require that food vendors take special precaution to keep grease and other waste products off all public streets, sidewalks, alleys and parking lots.

g. Provide on site personnel who can be contacted by appropriate city officials for immediate corrective action either for noncompliance with this subsection or the permit conditions, for emergencies, or for actions deemed necessary by the city official. Such personnel shall be equipped with appropriate means of communication to be made known to the city by the CCE sponsor prior to the CCE.

h. Distribute the rules and regulations to each person participating in the CCE.

10. Cost Of CCE: The CCE sponsor will be responsible for the costs associated with the CCE, including, but not limited to, the cost of city services related to the CCE, and the cost of repair of any damage caused to any public property and rights of way, including landscaping. The CCE sponsor may apply to the city council for cooperation

in presenting a CCE and request financial assistance for some or all of the costs of city services related to the CCE.

11. Permit To Sell: No person shall sell or offer to sell any item at the CCE except under the authority of a valid permit approved by the CCE sponsor. The CCE sponsor shall designate a person or persons responsible for issuing permits to sell. A seller's permit shall not be required for existing businesses selling merchandise from their stores. Whenever the CCE sponsor in good faith believes that a vendor has violated the conditions of the seller's permit, the CCE sponsor may immediately suspend the seller's permit. Vendors shall have an opportunity to appeal the denial or suspension of a seller's permit as set forth in subsection E20 of this section. Permits to sell shall give a seller (including vendors, peddlers and other sellers) the privilege of selling at the CCE only if the following conditions are met:

a. The seller properly files an application for a permit to sell at the CCE with the CCE sponsor.

b. The seller complies with all federal, state and local laws and regulations relating to the CCE, including the rules and regulations of the CCE sponsor.

c. The seller obtains all required permits, licenses and certificates.

d. The seller pays all required fees to the appropriate authorities, including any fees due the sponsor.

e. The seller grants permission to the CCE sponsor, or an authorized representative, to enter the seller's premises for the reasonable inspection of land, facilities, and records, in order to determine whether the seller is in compliance with the permit conditions, the rules and regulations of the CCE sponsor, and the terms of this subsection.

12. Peddlers And Itinerant Vendors: All peddler and itinerant vendor permits and licenses issued by the city shall be deemed suspended for the duration of any CCE. All permit and license holders shall be notified of this provision. No person holding a peddler or itinerant vendor permit or license shall sell merchandise within the designated CCE area for the duration of any declared CCE unless the holder of the peddler or itinerant vendor permit or license has a written agreement with the CCE sponsor to participate in the CCE, or otherwise has a seller's permit from the CCE sponsor. The CCE sponsor shall allow peddler and itinerant vendor permit and license holders with suspended city permits and licenses under this subsection the same opportunity to participate in a declared CCE as the CCE sponsor offers to other vendors.

13. Sidewalks: The city shall not approve vendor or sidewalk sales or other activities within the closure area for a CCE. The sponsoring entity may allow such sales or events, however selling activity during a parade must take place in conformity with subsection G of this section.

14. Parades: Any person or organization desiring to have a parade as a CCE or in connection with a CCE, and all vendors, peddlers, solicitors, or merchants not located inside a commercial location, shall comply with subsection G of this section in addition to the provisions of this subsection.

15. Interference: It shall be unlawful for any person to interfere with, disrupt or impede a permitted CCE. It shall also be unlawful for a person to put up any booth, table, chair, stool, structure, vehicle or piece of equipment in any public area located within a designated CCE area for which a CCE sponsor has been issued a permit without consent of the CCE sponsor. This subsection E15 shall not apply to persons acting under the direction or control of the city.

16. Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the Department of Planning and Engineering, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

17. Charges And Exhibit Fees: The sponsoring entity may impose a reasonable charge or exhibit fee on each participating seller or exhibitor and shall be responsible for enforcing all requirements of this subsection and regulations imposed by the sponsoring entity. Any net profit received by the sponsoring organization shall be utilized for the civic, artistic, cultural, charitable, educational, veteran or benevolent activities of the organization within the city of Porterville.

18. Insurance: The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars ($1,000,000.00) per occurrence of bodily injury and property damage, combined single limit.

19. Violations: Any person who violates the provisions of this subsection E shall be deemed guilty of either a misdemeanor or an infraction, in accordance with section 15-21 of this article. In addition, civil penalties of one hundred dollars ($100.00) for a first violation and up to one thousand dollars ($1,000.00) for subsequent violations may be imposed. Every day that any such violation continues shall constitute a separate offense. In addition, the CCE sponsor is authorized to take civil action to enforce the requirements of this subsection, and the rules and regulations established by the CCE sponsor. The remedies provided herein shall not be exclusive, and the

violation of any provision of this subsection E shall be subject to other remedies as may be provided by law.

20. Appeal Of The Denial Or Suspension Of A Seller Permit: After the denial or suspension of a seller's permit, the CCE sponsor shall allow the vendor an opportunity for an appeal hearing before the CCE sponsor's governing board, or if no governing board, the person with the highest decision making authority, to determine if the permit shall be issued, further suspended, reinstated, or revoked for repeated violations. The hearing shall be held within a reasonable time, depending on the date and duration of the CCE, no later than thirty-five (35) days. The CCE sponsor shall establish procedures for the conduct of the hearing. 21. Other Rules And Regulations; Applicability: The CCE sponsor shall comply with all other applicable city ordinances, resolutions, policies, rules and regulations.

22. Compatibility With State And Federal Laws And Constitutions: It is the intention of the city council and the people of the city of Porterville that these subsections shall be interpreted in a manner compatible with the state of California constitution and the United States constitution and the laws of the state of California and the United States.

23. Severability: If any paragraph, sentence, clause or phrase of this subsection are for any reason held to be unconstitutional or invalid, that holding shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have passed these subsections, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases might be declared unconstitutional or invalid.

F. Fortune Telling:

1. Purposes And Findings:

a. The practice of "fortune telling", as defined in this subsection, has historically been subject to abuse by certain unscrupulous practitioners using the practice to commit fraud and larceny upon clients.

b. It is the purpose of this subsection to regulate the practice of fortune telling in such a manner as to reduce the risk of fraud and larceny to clients while allowing fortune tellers to provide their services to clients with only minimal restrictions.

c. The provisions of this subsection requiring a permit, posting of fees, providing receipts and allowing client recordation of the consultation, will make it more difficult for an unscrupulous fortune teller to commit fraud or larceny, and yet, as informational regulations, will not affect the nature of the information conveyed by the fortune teller nor the manner in which it is conveyed. These regulations require only minimal expense and effort on the part of the fortune teller and will not, therefore, impose any undue burden on their practices.

d. "Fortune telling" for entertainment purposes, as defined in this subsection, does not create the same risk of fraud and larceny by an unscrupulous practitioner as would the practice with an individual client because it is done

with a group at a public place for the purpose of entertaining and not to deal with the private concerns of an individual.

e. For these and other reasons, the provisions of this subsection are necessary to protect the health, safety and welfare of the community.

2. Permit Required: No person shall conduct, engage in, carry on, participate in, or practice fortune telling or cause the same to be done for pay without having first obtained a permit therefor.

3. Definitions: As used in this subsection:

FOR PAY: For a fee, reward, donation, loan or receipt of anything of value.

FORTUNE TELLING: Shall mean and include telling of fortunes, forecasting of future events or furnishing of any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power, faculty or force, including, but not limited to, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves or other such reading, mediumship, seership, prophecy, augury, astrology, palmistry, divination, soothsaying, mantic, necromancy, mind reading, telepathy, or other craft, art, cards, talisman, charm, potion, magnetism, magnetized article or substance, crystal gazing, or magic, of any kind or nature.

4. Permit Application: Every natural person who, for pay, conducts, engages in, carries on, or practices fortune telling shall file a separate verified application or a permit with the Director of Planning and Engineering, or designee. The application shall contain:

a. The name, home and business address, and home and business telephone number of the applicant.

b. The record of conviction for violations of the law, excluding minor traffic violations.

c. The fingerprints of the applicant on a form provided by the police department.

d. The address, city and state, and the approximate dates where and when the applicant practiced a similar business, either alone or in conjunction with others.

e. A nonrefundable application fee in an amount of one hundred dollars ($100.00) to cover cost incurred by the city in staff time, and other expenses involved in investigation and processing of permit.

5. Investigation: Upon the filing of the application, it shall be referred to the police department for investigation, report and recommendation. The investigation shall be conducted to verify the facts contained in the application and any supporting data. The investigation shall be completed and a report and recommendation made in writing to the Director of Planning and Engineering, or designee, within twenty-one (21) days after the filing of the application, unless the applicant requests or consents to an extension of the time period. If the report recommends denial of the permit to the applicant, the grounds for the recommended denial shall be set forth therein.

6. Hearing And Decision By Director of Planning and Engineering: The Director of Planning and Engineering, or designee, shall consider the application and the police

department report and recommendation at a hearing held not less than seven (7) nor more than fourteen (14) days following receipt of the police department report described in subsection F5 of this section. Notice of the time and place of the hearing and a copy of the police department report shall be given to the applicant personally or by certified mail by the business license officer at least five (5) days prior to the hearing. Any interested parties shall be heard at the hearing. City shall have the burden of proof to show the permit should be denied. The decision of the business license officer to approve, deny or conditionally approve the permit shall be in writing, and if adverse to the applicant, shall contain findings of fact and a determination of the issues presented. Unless the applicant agrees in writing to an extension of time, the Director of Planning and Engineering, or designee, shall make his or her decision approving, denying, or conditionally approving the permit within twenty-four (24) hours after completion of the hearing on the application for a permit and shall notify the applicant of his or her action by personal service or certified mail.

7. Approval Of Permit: The Director of Planning and Engineering, or designee, shall approve or conditionally approve the permit if he or she makes all of the following findings:

a. All the information contained in the application and supporting data is true;

b. The applicant has not, within one year from the date of the application, been convicted of any violation of this subsection or crimes involving prediction of future events by the occult arts, larceny, perjury, bribery, extortion, fraud, or crimes involving moral turpitude;

c. The applicant has paid the required business license fee; and

d. The applicant agrees to abide by and comply with all conditions of the permit and applicable laws.

8. Term Of Permit: The term of the permit and the term of the business license shall be for one year from the date of issuance. A renewal application shall be filed no later than thirty (30) days prior to the expiration of the permit and shall be processed in the same manner as a new application.

9. Posting Of Fees:

a. Each person required to obtain a permit pursuant to this subsection shall post on his or her business premises a sign containing the following information:

(1) The true name of the fortune telling practitioner;

(2) Each service provided by the fortune telling practitioner;

(3) The fees charged for each service provided by the fortune telling practitioner;

(4) The statement, "By law, this business is prohibited from charging or soliciting any fee, payment or remuneration beyond these established rates".

b. The sign required by this subsection F9 shall be prominently posted in the interior of the business premises at a point near the entry and shall be conspicuously visible to every person seeking the services of the fortune teller. The sign lettering shall be of uniform size with each letter at least one-half inch (1/2") in height.

c. If the fortune telling service is provided at a location other than the fortune teller's permanent place of business, the fortune teller shall provide the information required by this subsection on eight and one-half by eleven-inch (8 1/2 x 11") paper and legibly printed or typewritten. The paper shall also include the name and permanent address of the person providing the fortune telling services. A true, correct and complete copy of such paper shall be given to each client prior to providing any fortune telling services.

d. No person shall charge any fee, payment, remuneration, or item of value for fortune telling services in excess of the fees set forth on the sign or paper required by this subsection F9.

10. Receipts: Prior to the acceptance of any money or item of value from a client, other than the acceptance of a gratuitous tip given voluntarily by the client, which is in addition to the fee, the fortune teller shall issue a written receipt to the client, clearly showing:

a. Date;

b. Name of client;

c. Amount of money received or specific description of item of value received; and

d. Purpose for which the money or item of value was received.

11. Client's Record Of Consultation: No person engaging in fortune telling services shall prohibit a client from making an audio recording or taking written notes of the information conveyed by the fortune teller.

12. Exception Entertainment: The provisions of this subsection shall not apply to any person engaged solely in the business of entertaining the public by demonstrations of fortune telling at public places and in the presence of and within the hearing of all other persons in attendance, and at which no questions are answered as part of such entertainment except in a manner to permit all persons present at such public place to hear such answers.

13. Exception; Religious Practice: The provisions of this subsection shall not be applicable to any person conducting or participating in any religious ceremony or service when such person holds a certificate of ordination as a minister, missionary, medium, healer, clairvoyant, or similar position (hereinafter collectively referred to as "minister") from any bona fide church or religious association having a creed or set of religious principles that is recognized by all churches of like faith which provides for fortune telling; provided, that:

a. Except as provided in subsection F13c of this section, the minister's fees, gratuities, emoluments, and profits shall be regularly accounted for and paid solely to or for the benefit of the bona fide church or religious association, as defined in this subsection.

b. The minister holding a certificate of ordination from such bona fide church or religious association, as defined in this subsection, shall file with the Director of Planning and Engineering, or designee, a certified copy of the minister's certificate of ordination and the minister's name, age, street address, and

telephone number in this city where the activity set forth in this subsection is to be conducted.

c. Such bona fide church or religious association, as defined in this subsection, may pay to its ministers a salary or compensation based upon a percentage basis, pursuant to an agreement between the church or religious association and the minister which is embodied in a resolution and transcribed in the minutes of such church or religious association.

G. Parades:

1. Application And Approval: Parades will only be allowed in conjunction with a community civic event referenced in subsection E of this section.

2. Selling Activity During A Parade: In order to maintain public safety and promote the good order of a parade, no vendor, peddler, solicitor, or merchant shall be permitted in the parade route once the parade begins. No vendor, peddler, solicitor, or merchant shall be permitted to conduct business on sidewalks or walkways or other areas that may impede pedestrian traffic. Any vendor, peddler, solicitor, or merchant not located inside a commercial location shall be limited to side streets once the parade begins. No vendor, peddler, solicitor, or merchant shall impede the view of any spectator during the event. All vendors, peddlers, solicitors, and merchants shall be prohibited from selling products at or near the event that are deemed to be a nuisance or contrary to the good order of the parade. These items include, but are not limited to:

a. Silly string;

b. Snap caps;

c. Party poppers;

d. Any projectile and/or launcher.

3. Movement Of Public Safety Equipment: The conduct of such parade shall not interfere with the movement of firefighting or police equipment. (Ord. 1324, 12-18-1984; Ord. 1326, 5-7-1985; Ord. 1346, 3-18-1986; Ord. 1384 § 2, 8-4-1987; Ord. 1584, 10-19-1999; Ord. 1586, 5-16-2000; Ord. 1612, 8-20-2002; Ord. 1613 §§ 1, 2, 3, 9-17-2002; Ord. 1625, 11-19-2002; Ord. 1718 § 1, 3-20-2007; Ord. XXXX, [date].)

15-21: VIOLATION:

Any person violating this chapter or any provisions thereof shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment. Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense. Notwithstanding the classification of a violation of this article as a misdemeanor, at the time an action is commenced to enforce provisions of this article, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this article shall be punished by:

A. A fine not exceeding fifty dollars ($50.00) for a first violation;

B. A fine not exceeding one hundred dollars ($100.00) for a second violation of this article within one year; and

C. A fine not exceeding two hundred fifty dollars ($250.00) for each additional violation of this article within one year. (Ord. 1324, 12-18-1984; Ord. 1531 § A3, 6-18-1996)

ARTICLE II. LICENSE TAXES

SECTION:

15-22: How And When Payable

15-23: Gross Receipts, Semiannual

15-24: Other Than Gross Receipts

15-22: HOW AND WHEN PAYABLE:

All license fees shall be payable in advance and shall be refundable only as allowed in this chapter.

Unless otherwise specifically provided, all annual license taxes, under the provisions of this chapter, shall be due and payable in advance on July 1 of each year.

Except as otherwise herein provided, license taxes, other than annual, required hereunder shall be due and payable as follows:

A. Semiannual license taxes, on January 1 and July 1 of each year.

B. Quarterly license taxes, on the first day of July, October, January and April of each year.

C. Monthly license taxes, on the first day of each and every month.

D. Weekly license taxes on Monday of each week in advance.

E. Daily license taxes each day in advance. (Ord. 1324, 12-18-1984)

15-23: GROSS RECEIPTS, SEMIANNUAL:

A. Classification A:

Gross Receipts	License Tax
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	50.00
50,001.00 to 75,000.00	75.00
75,001.00 to 100,000.00	100.00
100,001.00 to 150,000.00	125.00
150,001.00 to 200,000.00	150.00
200,001.00 to 300,000.00	200.00
300,001.00 to 400,000.00	300.00
400,001.00 to 600,000.00	400.00

600,001.00 to 800,000.00	500.00
800,001.00 to 1,000,000.00	600.00
1,000,001.00 and over	700.00 plus, per each additional $200,000.00 $100.00

Acupuncture.
Appraiser.
Architect.
Assayer.
Attorney at law.
Auctioneer.
Auditor or accountant.
Bacteriologist.
Chemists or chemical laboratory.
Chiropractor.
Civil engineer.
Collection agency.
Dental laboratory.
Dentists.
Electrical engineer.
Financial planner.
Geologist.
Hydraulic or mining engineer.
Insurance adjuster.
Insurance broker.
Investment counselor.
Mechanical engineer.
Medical laboratory.
Optician.
Optometrist.
Osteopath.
Personal loans/supplier of financing.
Physician.
Podiatrist.
Psychiatrist.
Psychoanalyst.
Psychologist.
Real estate broker.
Stock salesperson.

Stockbroker.

Structural engineer.

Surgeon.

Surveyor.

Veterinarian.

All other professions not hereinabove specifically set forth, and other businesses not specifically set

forth in this chapter, operating on a net profit of ten and one- hundredth percent (10.01%) or more will

be classified in the above category.

B. Classification B:

Gross Receipts	**License Tax**
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	47.50
50,001.00 to 75,000.00	65.00
75,001.00 to 100,000.00	80.00
100,001.00 to 150,000.00	95.00
150,001.00 to 200,000.00	110.00
200,001.00 to 300,000.00	200.00
300,001.00 to 400,000.00	135.00
400,001.00 to 600,000.00	185.00
600,001.00 to 800,000.00	210.00
800,001.00 to 1,000,000.00	235.00
1,000,001.00 and over	260.00 plus, per each additional $200,000.00 $25.00

Auction sales.

Bakeries.

Barbershops.

Bedsprings and mattress manufacturers.

Book publishing and printing.

Builders.

Bus lines.

Confectioners.

Contractors.

Dairy product manufacturers.

Dry cleaning plants and agencies.

Foundries.

Fruit and vegetable canneries.

Gardening.
Handymen.
Hospitals.
Hotels, motels, auto courts, etc.
Iron and steel fabricators.
Junk dealer/collector.
Laundry.
Linen supply.
Machine shops.
Maintenance service - building, janitorial, yard, etc.
Manufacture of agricultural or industrial chemicals.
Manufacture of bodies for automobiles, buses, or trucks.
Manufacture of concrete, gypsum, and plaster products.
Manufacture of paints, varnishes, and lacquers.
Maternity homes.
Meat and provisions packers.
Mortuaries.
Newspapers, other than daily, with offices inside city.
Petroleum refineries.
Photographer (itinerant photographers, see subsection 15-24A29 of this article).
Printers.
Private patrol, private patrol service.
Recyclable waste hauler.
Renting of automobiles, trucks and trailers.
Rest homes.
Sanatorium.
Secondhand dealers.
Soft drink bottles.
Stamp redemption.
Trade schools.
Transient vehicles and recreation vehicle parks.
Tree trimming.
Water companies not under city franchise.
Manufacturers and other businesses not specifically set forth in this chapter, operating on a net profit
of ten percent (10%) to four and one-hundredth percent (4.01%) will be classified in the above
category.

C. Classification C:

Gross Receipts	License Tax
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	45.00
50,001.00 to 75,000.00	60.00
75,001.00 to 100,000.00	75.00
100,001.00 to 150,000.00	90.00
150,001.00 to 200,000.00	105.00
200,001.00 to 300,000.00	120.00
300,001.00 to 400,000.00	135.00
400,001.00 to 600,000.00	150.00
600,001.00 to 800,000.00	165.00
800,001.00 to 1,000,000.00	180.00
1,000,001.00 and over	195.00 plus, per each additional $200,000.00 $15.00

Bowling alleys.

Gasoline service stations.

Ice depot and production.

Restaurants.

Retail milk trucks.

Rock, sand, gravel, dirt, mixed concrete, etc.

Skating rinks.

Theaters and movie houses.

Retailers and other businesses not specifically set forth in this chapter, operating on a net profit of four

percent (4%) to two and one-hundredth percent (2.01%) will be classified in the above category.

D. Classification D:

Gross Receipts	License Tax
Gross Receipts	License Tax
$ 0.00 to 25,000.00	25.00
25,001.00 to 50,000.00	40.00
50,001.00 to 75,000.00	50.00
75,001.00 to 100,000.00	60.00
100,001.00 to 150,000.00	75.00
150,001.00 to 200,000.00	90.00
200,001.00 to 300,000.00	100.00
300,001.00 to 400,000.00	110.00
400,001.00 to 600,000.00	125.00
600,001.00 to 800,000.00	140.00

800,001.00 to 1,000,000.00	155.00
1,000,001.00 and over	170.00 plus, per each additional $200,000.00 $15.00

Automobile dealers.

Automobile wrecking.

Drays, motor trucks, etc., for transportation of freight.

Gasoline and oil distributors.

Trucking or delivery, with offices within city.

Wholesale and other businesses not specifically set forth in this chapter, operating on a net profit of two percent (2%) or under will be classified in the above category.

E. Classification; Procedure For Review: In any case where a business license holder or an applicant for a business license believes that his individual business is not assigned to the proper classification under this section because of circumstances peculiar to it, as distinguished from other businesses of the same kind, he may apply to the collector for reclassification. Such application shall contain such relevant information as the collector may deem necessary and required in order to determine whether the applicant's individual business is properly classified. The collector shall then conduct an investigation, following which he shall assign the applicant's individual business to the classification shown to be proper on the basis of such investigation. The proper classification is that classification which, in the opinion of the collector, most nearly fits the applicant's individual business. The reclassification shall not be retroactive but shall apply at the time of the next regularly ensuing calculation of the applicant's tax. No business shall be classified more than once in one year.

F. Reclassification; Notice Of Action; Procedure For Hearing: The collector shall notify the applicant of the action taken on the application for reclassification. Such notice shall be given by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to the applicant at his last known address. Such applicant may, within fifteen (15) days after the mailing or serving of such notice, make written request to the collector for a hearing on his application for reclassification. If such request is made within the time prescribed, the collector shall cause the matter to be set for hearing. The collector shall give the applicant at least ten (10) days' notice of the time and place of the hearing in the manner prescribed above for serving notice of the action taken on the application for reclassification. The collector shall consider all evidence adduced and render his decision. Written notice of such findings shall be served upon the applicant in the manner prescribed above for service of notice of the action taken on the application for reclassification. The decision of the collector may be appealed to the city council. (Ord. 1324, 12-18-1984; Ord. 1358 § 2, 7-15-1986)

15-24: OTHER THAN GROSS RECEIPTS:

A. Every person who engages in a business within the city as specified below shall pay a license tax of the amount and frequency indicated:

1. Advertising solicitor, the sum of twenty-five dollars ($25.00) semiannually for each person so employed.

2. "Amusements, amusement rides", as defined in section 15-1 of this chapter, wherein they are held in conjunction with and on premises owned or leased by commercial houses for commercial purposes, the sum of twenty-five dollars ($25.00) per period not to exceed four (4) days per calendar month; wherein amusement rides are not conducted as a promotion for a commercial house, the sum of twenty-five dollars ($25.00) per day per unit or one hundred dollars ($100.00) per year per unit.

3. "Arcade", as defined in section 15-1 of this chapter, of five (5) or more amusement machines, games of chance or skill, at one location, shall pay five dollars ($5.00) per machine semiannually.

4. Auctioneers shall be licensed under the gross receipts section 15-23, classification A, of this article except that those auctioneers who are duly licensed by the state of California and whose permanent place of business is not within the city limits shall pay no license tax.

5. Auctions sales. Reserved.

6. Barbershops shall be licensed under the gross receipts section 15-23, classification B, of this article.

7. Boxing and wrestling matches. Every person conducting, carrying on or managing boxing or wrestling matches in the city shall pay the following license: Fifty dollars ($50.00) per day or one hundred fifty dollars ($150.00) semiannually.

8. Bus lines, who transport passengers from or to a terminus within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article, except that common carriers shall be exempt.

9. Card rooms, the sum of one hundred fifty dollars ($150.00) per calendar quarter per table, except that tables where the players or participants at said table play solely for merchandise or so called "garbage" games, the sum of twenty-five dollars ($25.00) per calendar quarter per table.

10. Carnival, including each separate show, game, amusement, exhibition, vaudeville or dramatic performance, game of chance or skill, food and drink stands, the sum of four hundred dollars ($400.00) per day. "Amusements, amusement rides" as defined in section 15-1 of this chapter shall be licensed as provided in subsection A12 of this section.

11. Circuses. For the purpose of this section, a "circus" is defined to be an exhibition or entertainment at which feats of horsemanship, acrobatic feats, and trained or wild animals are exhibited or displayed, to which exhibition or entertainment an admission fee is charged. For any person conducting, carrying on or managing a circus, or other similar exhibition, side show, or other show or concert to a circus, the sum of two hundred dollars ($200.00) per day.

12. Coin operated machines. For each machine operated by depositing therein coin(s) or operated by other consideration of value, the sum of five dollars ($5.00) per machine semiannually. Machines owned and operated by a person in conjunction with his established business shall be licensed under the gross receipts of the established business. Newspaper vending machines, money changing machines and coin operated laundries are exempt from this subsection A12.

13. Contractors, and every person who is required to have a state contractor's license and who is conducting, carrying on or managing the business of a contractor, shall be required to have a city contractor's business license. Contractor's license fee shall be paid semiannually under the gross receipts section 15-23, classification B, of this article.

14. Demonstrators and hawkers. For every person who advertises or calls attention to the business, profession, trade or calling of any person by giving demonstration on foot, or from any wagon, automobile or vehicle, or from any stand, box or platform, on any street, alley, sidewalk or place, or in any doorway of any room or building, unenclosed or vacant lot, the sum of one hundred dollars ($100.00) per month, or fraction thereof; provided, that nothing in this subsection A14 shall be deemed to authorize licensing of any act now prohibited by law or ordinance. The provisions of this subsection A14 shall not apply to newsboys selling newspapers.

15. Detective agency or private detective, the sum of fifty dollars ($50.00) semiannually.

16. Flea market or swap meet operator, the sum of twenty-five dollars ($25.00) semiannually, plus one dollar ($1.00) per day per single space or area of contiguous spaces rented by the vendor, except that if a vendor possesses and exhibits a current and valid business license issued by the city then the operator need not remit the one dollar ($1.00) per day for any such vendor. Said fee shall be collected by the operator from the vendor and remitted to the city on a weekly basis, along with a complete list of the name and address of all vendors who were exempt from paying the tax pursuant to this subsection A16. Said remittance shall be accompanied by consecutively numbered receipts written in triplicate, containing the name and address of the vendor, the make and license number of a vehicle owned by the vendor, and the vendor's California seller's permit number. Said receipt shall be furnished by the city. One copy of the receipt shall be furnished to the vendor, one copy filed with the Department of Planning and Engineering on a weekly basis, and one copy to be retained by the swap meet operator for a period of three (3) years for audit purposes.

16.1. Fortune teller. The business license fee for "fortune telling" for pay, as defined in subsection 15-20F of this chapter, shall be fifty dollars ($50.00) per year.

17. Handyman shall be licensed under the gross receipts section 15-23, classification B, of this article.

18. Hotels, motels, auto courts, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.

19. Insurance broker shall be licensed under the gross receipts section 15-23, classification B, of this article.

20. Itinerant vendor, itinerant merchant, the sum of fifteen dollars ($15.00) per day per person for each person so employed, with a minimum fee of twenty-five dollars ($25.00).

21. Junk dealer and/or collector shall be licensed under the gross receipts section 15-23, classification B, of this article.

22. Maintenance service: building, janitorial, yard, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.

23. Newspapers, daily, with offices within the city, the sum of one hundred dollars ($100.00) semiannually.

24. Newspapers, other than daily, with offices within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article.

25. Newspaper agents and/or distributors, the sum of twenty-five dollars ($25.00) semiannually.

26. Paid promoters, the sum of one hundred dollars ($100.00) semiannually.

27. Pawnbrokers. For any person conducting, carrying on or managing a pawnshop or acting as pawnbrokers, the sum of one hundred dollars ($100.00) semiannually.

28. Peddler, the sum of ten dollars ($10.00) per day per person so employed, with a minimum fee of twenty-five dollars ($25.00).

29. Photographer, itinerant, the sum of one hundred dollars ($100.00) semiannually for each person so employed.

30. Private police, private patrol service shall be licensed under the gross receipts section 15-23, classification B, of this article.

31. Real estate broker, who maintains an office or place of business within the city and who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.

32. Real estate broker, out of city, who does not maintain an office or place of business within the city but who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.

33. Reserved.

34. Shoeshine parlors or persons engaged in the business of shining shoes, the sum of twenty-five dollars ($25.00) for the initial application fee inclusive of license fee for first semiannual license period. Thereafter the renewal license fee shall be the sum of seven dollars fifty cents ($7.50) semiannually.

35. Solicitor, the sum of twenty-five dollars ($25.00) per day per person so employed.

36. Solicitor, by means of telephone, the sum of twenty-five dollars ($25.00) semiannually per person so employed.

37. Stamp redemption shall be licensed under the gross receipts section 15-23, classification B, of this article.

38. Stockbroker shall be licensed under the gross receipts section 15-23, classification A, of this article.

39. Stock salesman, shall be licensed under the gross receipts section 15-23, classification A, of this article.

39.1. Street vendors/peddlers, the sum of twenty-five dollars ($25.00) semiannually for each vehicle, cart, or any other type of conveyance.

40. Taxicabs or vehicles for hire, the sum of twenty-five dollars ($25.00) semiannually for each vehicle.

41. Trade school. Every person engaged in conducting or operating a trade school shall be licensed under the gross receipts section 15-23, classification B, of this article.

42. Transient trailer and recreation vehicle parks shall be licensed under the gross receipts section 15-23, classification B, of this article.

43. Trucking or delivering, with offices within the city, but not subject to public utilities commission regulations, shall be licensed under the gross receipts section 15-23, classification D, of this article.

44. Trucking or delivering, with offices outside the city, but not subject to the public utilities commission regulations, shall pay the sum of twenty-five dollars ($25.00) semiannually for each vehicle with one ton or less load capacity, and the sum of thirty-five dollars ($35.00) semiannually for each vehicle with load capacity of over one ton.

B. Any business not designated under this section or in any other section of this chapter or in any other ordinance or code of the city of Porterville shall be licensed under section 15-23 of this article.

All licenses shall be paid in advance, in the legal currency of the United States, at the office of the city.

No greater or less amount of money shall be charged or received for any license than is provided in this chapter, and no license shall be sold or issued for any period of time other than is provided in this chapter. (Ord. 1324, 12-18-1984; Ord. 1358 § 1, 7-15-1986; Ord. 1384 § 3, 8-4-1987; Ord. 1494, 3-15-1994; Ord. 1531 § A4, 6-18-1996; Ord. XXXX, [date].)

ARTICLE III. GOING OUT OF BUSINESS SALE OR REMOVAL OF BUSINESS SALE

SECTION:

15-25.1: License Required

15-25.2: Surrender Of Business License

15-25.3: Application For License

15-25.4: License Issuance

15-25.5: License Renewal

15-25.6: Penalties

15-25.7: Revocability Of License

15-25.8: Appeals

15-25.9: Regulations

15-25.10: License Tax

15-25.1: LICENSE REQUIRED:

A license shall be obtained by any person before selling or offering to sell any goods at a sale to be advertised or held out by means to be a "going out of business sale" or a "removal of business sale", as defined under section 15-1 of this chapter. The provisions of this article shall not apply to or affect persons acting pursuant to an order or process of a court of competent jurisdiction or persons acting in accordance with their powers and duties as public officials. (Ord. 1324, 12-18-1984)

15-25.2: SURRENDER OF BUSINESS LICENSE:

A. Upon being issued a permit pursuant to this article for a going out of business sale or removal of business sale, the permittee shall surrender concurrently to the Director of Planning and Engineering each business license the permittee may hold at that time applicable to the business location covered by the application for a permit under this article, if the sale is advertised or conducted in a manner calculated to convey to the public the belief that the business will cease to be conducted at that location upon the disposal of the goods to be placed on sale.

B. It shall be unlawful for any person to whom a closeout sale permit is issued to engage in a business of similar nature at the same location for a period of one year following the closing date of the sale. (Ord. 1324, 12-18-1984; Ord. XXXX, [date].)

15-25.3: APPLICATION FOR LICENSE:

A. Any person desiring to conduct a "going out of business sale" or a "removal of business sale", as defined in this chapter, shall make a written application to the collector setting forth and containing the following information:

1. The true name and address of the owner of the goods to be subject of the sale;

2. The true name and address of the person from whom he purchased the goods to be sold and the price therefor, and if not purchased, the manner of such acquisition;

3. A description of the place where such sale is to be held;

4. The nature of the occupancy, whether by lease or sublease, and the effective date of termination of such occupancy;

5. The dates of the period of time in which the sale is to be conducted;

6. A full and complete statement of the facts in regard to the sale, including the reason for the urgent and expeditious disposal of goods thereby and the manner in which the sale will be conducted;

7. The means to be employed in advertising such sale, together with the proposed context of any advertising;

8. A complete and detailed inventory of the goods to be sold at such sale as disclosed by the applicant's records; said inventory shall be attached to and become a part of the required application;

9. All goods included in such inventory shall have been purchased by the applicant for resale on bona fide orders, without cancellation privileges, and shall not comprise goods purchased on consignment. Such inventory shall not include goods ordered in contemplation of conducting a going out of business sale or a removal of business sale. Any unusual purchase or additions to the stock of goods of the business hereby effected within sixty (60) days before the filing of an application hereunder shall be deemed to be of such character.

B. In the event of delay of construction of a new facility or remodeling of a facility into which the business is to be relocated, which delay is not the fault of the licensee, new merchandise ordered after the application for removal of business sale may be offered for sale and excluded from this restriction. (Ord. 1324, 12-18-1984)

15-25.4: LICENSE ISSUANCE:

The collector shall issue a license for a going out of business sale or a removal of business sale after all requirements of this article have been met. The license shall authorize the sale described in the application for a period of not more than forty-five (45) consecutive days, following the issuance thereof for a going out of business sale and for a period of not more than ninety (90) consecutive days following the issuance thereof for a removal of business sale. (Ord. 1324, 12-18-1984)

15-25.5: LICENSE RENEWAL:

The collector shall renew a license for one period of time only, such period to be in addition to the time permitted in the original license and not to exceed forty-five (45) consecutive days, when he ascertains:

A. The facts existing justify the renewal;

B. That the licensee has filed an application for renewal;

C. That the licensee has submitted with the application for renewal a revised inventory showing the items on the original inventory remaining unsold and not listing any goods not included in the original application and inventory. (Ord. 1324, 12-18-1984)

15-25.6: PENALTIES:

Any person who shall hold, conduct or carry on a "going out of business sale" or a "removal of business sale" as defined in this chapter, without securing a license as herein provided, shall be guilty of a misdemeanor. (Ord. 1324, 12-18-1984)

15-25.7: REVOCABILITY OF LICENSE:

The collector may revoke any going out of business sale or removal of business sale license when any regulations set forth in this article are violated. Said revocation may be appealed to the city council as set forth in subsection 15-13A of this chapter. (Ord. 1324, 12-18-1984)

15-25.8: APPEALS:

Any person aggrieved by any decision of the collector with respect to the issuance or refusal to issue such license may appeal to the council by filing a notice of appeal with the clerk of the council. The council shall thereupon fix a time and place for hearing such appeal. The clerk of the council shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the United States post office at Porterville, California, postage prepaid, addressed to such person at his last known address. The council shall have authority to determine all questions raised on such appeal.

No such determination shall conflict with any substantive provision of this article. (Ord. 1324, 12-18- 1984)

15-25.9: REGULATIONS:

A. Established Business Requisite: No license shall be granted to any person who has not been the bona fide owner of a business advertised or described in the application for a license hereunder for a period of at least twelve (12) months prior to the date of the proposed sale.

B. Restricted Location: Where a person applying for a license hereunder operates more than one place of business, the license issued shall apply only to the one store or branch specified in the application; and no other store or branch shall advertise or represent that it is cooperating with or in any way participating in the licensed sale, nor shall the store or branch conducting the licensed sale advertise or represent that any other store or branch is cooperating with or participating in any way in the licensed sale.

C. Operation At Other Than Fixed Premises: Any licensee transacting and carrying on business, but not operating at a fixed place of business in the city, shall keep the license upon his person at all times while transacting and carrying on such business. (Ord. 1324, 12-18-1984)

15-25.10: LICENSE TAX:

A. Going Out Of Business Sale: The sum of fifty dollars ($50.00) for a period of not more than forty five (45) days; and a renewal fee of one hundred dollars ($100.00) for one additional forty five (45) day period.

B. Removal Of Business Sale: The sum of five dollars ($5.00) for a period of not more than ninety (90) days; and a renewal fee of ten dollars ($10.00) for one additional forty five (45) day period. (Ord. 1324, 12-18-1984)

ARTICLE IV. RESERVED

(Rep. by Ord. 1702 § 2, 8-15-2006)

ARTICLE V. LICENSES AND REGULATION OF SEXUALLY ORIENTED BUSINESSES

SECTION:

15-40: Prohibited Uses, Conduct And Activities

15-41: Purpose And Intent

15-42: Classifications Of Sexually Oriented Businesses

15-43: Definitions

15-44: Permit Required

15-45: Application For Permit

15-46: Continuing Permit Obligations

15-47: Filing Of Completed Application

15-48: Issuance Of Permit

15-49: Processing Completed Application

15-50: Notification Of Permit Denial; Subsequent Application

15-51: Annual Permit Fee

15-52: Inspection

15-53: Administrative And Judicial Review Or Permit Denial, Suspension Or Revocation

15-54: Transfer Of Permit

15-55: Registration Of New Employees/Independent Contractors

15-56: Business License Required

15-57: Business Operations

15-58: Prohibitions Regarding Minors And Sexually Oriented Businesses

15-59: Display Regulations

15-60: Additional Requirements

15-61: Exemptions

15-62: Criminal Penalties And Additional Legal, Equitable, And Injunctive Relief

15-63: Suspension Or Revocation Of Permit

15-64: Immunity From Prosecution

15-65: Severability

15-40: PROHIBITED USES, CONDUCT AND ACTIVITIES:

A. One of the important purposes of the regulations set forth in this article is to discourage and to minimize the opportunity for criminal conduct. As such, nothing in this article shall permit or be interpreted to permit any use, conduct, and/or activity which is specifically prohibited under the following California Penal Code sections:

1. Receipt of money for placement of person for purposes of cohabitation (Penal Code § 266d).

2. Purchase of person for purposes of prostitution or placement of person for immoral purposes (Penal Code § 266e).

3. Sale of person for immoral purposes (Penal Code § 266f).

4. Pimping (Penal Code § 266h).

5. Pandering (Penal Code § 266i).

6. Lewd or obscene conduct (Penal Code § 314).

7. Houses of ill fame (Penal Code § 315).

8. Disorderly houses which disturb the immediate neighborhood (Penal Code § 316).

9. Places of prostitution (Penal Code § 317).

10. Place of prostitution; place of lewdness; place used as bathhouse permitting conduct capable of transmitting AIDS (Penal Code § 11225).

B. Nothing in this article shall be interpreted to permit or permit any use, conduct, and/or activity which violates any federal, state or local law or regulation.

C. A sexual encounter establishment is not a permitted use. For purposes of these regulations, a "sexual encounter establishment" means any business or commercial establishment that as one of its important business purposes offers for any form of consideration a place where two (2) or more persons may congregate, associate, or consort for the purpose of specified sexual activities when one or more of the persons in the establishment is in a state of nudity or where two (2) or more persons may congregate, associate, or consort for the purpose of the exposure of specified anatomical areas where one of the patrons of the establishment is in a state of nudity or state of seminudity. The definition of "sexual encounter establishment" shall not include an establishment where a medical practitioner, physiologist, psychiatrist or similar professional person licensed by the state engages in medically approved and recognized sexual therapy. (Ord. 1600 § 1, 5-1-2001)

15-41: PURPOSE AND INTENT:

It is the purpose and intent of this article to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the city and to establish reasonable and uniform regulations to prevent any deleterious location and concentration of sexually oriented businesses within the city, thereby reducing or eliminating the adverse secondary effects from such sexually oriented businesses. The provisions of this article have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this article to restrict or deny access by adults to sexually oriented materials protected by the first amendment, or to deny access by the distributors and exhibitors of

sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this article to condone or legitimize the distribution of obscene material. (Ord. 1600 § 1, 5-1-2001)

15-42: CLASSIFICATIONS OF SEXUALLY ORIENTED BUSINESSES:

The following uses and/or activities shall be classified as "sexually oriented businesses":

A. Adult arcades.

B. Adult bookstores, adult novelty stores, and adult video stores.

C. Adult cabarets.

D. Adult motels.

E. Adult motion picture theaters.

F. Adult theaters.

G. Adult model studios. (Ord. 1600 § 1, 5-1-2001)

15-43: DEFINITIONS:

For purposes of this article, certain words and phrases are defined as follows:

EMPLOYEE: A person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage or other compensation by the operator of said business.

ESTABLISHMENT: Means and includes any of the following:

A. The opening or commencement of any such business as a new business;

B. The conversion of an existing business, whether or not a sexually oriented business, to any of the sexually oriented businesses defined in this article;

C. The addition of any of the sexually oriented businesses defined in this article to any other existing sexually oriented business; or

D. The relocation of any such sexually oriented business; or

E. The substantial enlargement of any such sexually oriented business.

NUDITY OR STATE OF NUDITY: a) The appearance or display of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or b) a state of dress which fails to opaquely and fully cover a human buttock, anus, male or female genitals, pubic region or areola or nipple of the female breast.

OPERATOR: The owner, permit holder, custodian, manager, operator or person in charge of any permitted or licensed premises.

PERMITTED OR UNLICENSED PREMISES: Any premises that requires a license and/or permit and that is classified as a sexually oriented business.

PERMITTEE AND/OR LICENSEE: A person in whose name a permit and/or license to operate a sexually oriented business has been issued as well as the individual listed as an applicant on the application for a permit and/or license.

PERSON: An individual, proprietorship, partnership, corporation, association or other legal entity.

PUBLIC BUILDING REGULARLY FREQUENTED BY CHILDREN: Any building owned, leased or held by the United States, the state, the county, the city, any special district, school district, or any other agency or political subdivision of the state or the United States, which building is used as a library, community center, children's center, or any other use having special attraction to children, or which building is often visited by children for social activities unaccompanied by their parents or other adult custodians.

PUBLIC PARK OR RECREATION AREAS: Public land which has been designated for park or recreational activities including, but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, open space wilderness areas, or similar public land within the city which is under the control, operation, or management of the city park and recreation authorities.

RELIGIOUS INSTITUTION: Any church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities, as identified on the latest equalized tax assessment roll.

SCHOOL: Any public or private educational facility including, but not limited to, nursery schools, preschools, kindergartens, elementary schools, primary schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities. School includes the school grounds, but does not include the facilities used primarily for another purpose and only incidentally as a school.

SEMINUDE: A state of dress in which clothing covers no more than the genitals, pubic region, and areolae of the female breasts, as well as portions of the body covered by supporting straps and devices.

SENSITIVE USE: Any cemetery; religious institution; school; public building regularly frequented by children; public park; or boys' club, girls' club, or similar youth organization.

SEXUALLY ORIENTED BUSINESSES: Those businesses defined as follows:

Adult Arcade: An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five (5) or fewer persons each, are regularly available or used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult Bookstore, Adult Novelty Store Or Adult Video Store: A commercial establishment which:

a) has a significant or substantial portion of its stock in trade; or

b) derives a significant or substantial portion of its revenues; or

c) devotes a significant or substantial portion of its interior floor or display space; or

d) devotes a significant or substantial part of its business activities or employees' time, or advertising, to the sale, rental or viewing for any form of consideration, of any one or more of the following:

A. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides or other visual representatives

which are characterized by the depiction or description of specified sexual activities or specified anatomical areas;

B. Instruments, devices or paraphernalia which are designed for use in connection with specified sexual activities.

C. An establishment may have other significant or substantial business purposes that do not involve the offering for sale, rental or viewing of materials, depicting or describing specified sexual activities or specified anatomical areas, and still be categorized as adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as one of its significant or substantial business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe specified anatomical areas or specified sexual activities.

Adult Cabaret: A nightclub, bar, restaurant, "bottle club", or similar commercial establishment, which regularly features:

a) seminude persons or live performances which are characterized by the exposure of specified anatomical areas, or by specified sexual activities; or

b) films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult Model Studio: Any place where a person appears seminude or who displays specified anatomical areas or who engages in specified sexual activities is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This term does not include a modeling class operated by a proprietary school, licensed by the state of California; a college, junior college, or university supported entirely or partly by taxation; by a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing, where in order to participate in a class a student must enroll at least three (3) days in advance of the class, and where no more than one nude model is on the premises at any one time.

Adult Motel: A motel, hotel or similar commercial establishment which:

a) offers public accommodations, for any form of consideration, and which regularly provides or makes available to patrons with closed circuit television transmissions, films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right of way or by means of any off remises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television; or

b) offers a sleeping room for rent for a period of time less than ten (10) hours; or

c) allows a tenant or occupant to rent or subrent the sleeping room for a time period of less than ten (10) hours.

Adult Motion Picture Theater: Commercial establishment where films, motion pictures, videocassettes, slides or similar photographic reproductions depicting or describing specified sexual activities or specified anatomical areas are regularly shown for any form of consideration.

Adult Theater: A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features seminude persons or live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.

Regularly Features Or Regularly Shown: With respect to an adult cabaret, adult theater, or adult motion picture theater means a regular and substantial course of conduct. The fact that a live performance or film which is distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities is exhibited on two (2) or more occasions within a thirty (30) day period; three (3) or more occasions within a sixty (60) day period; or four (4) or more occasions within a one hundred eighty (180) day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

Significant Or Substantial Portion: Such a percentage of its activities, space allocation, revenues, advertising targeting, stock in trade, floor or display space, business receipts, revenues, or other business undertakings as to indicate to a reasonable person that the sexually oriented portion of the business is one of its important activities, though not necessarily its only or even primary activity; for this purpose, evidence that twenty five percent (25%) or more of its revenue is derived from such sexually oriented activities or materials, or that twenty five percent (25%) or more of its interior floor space or display space is devoted to such sexually oriented activities or materials, or that twenty five percent (25%) or more of its actual stock in trade regularly displayed and immediately available for se, rental, purchase, viewing or perusal is comprised of such sexually oriented materials, all as defined in this section 15-43, shall be evidence that a "significant or substantial portion" of the business is devoted to such uses.

SPECIFIED ANATOMICAL AREAS: As used in this article, means and includes any of the following:

A. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES: As used in this article, means and includes any of the following:

A. The fondling or other intentional touching of buttocks for purpose of sexual arousal, or fondling or other intentional touching of human genitals, pubic region, anus, or female breasts;

B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

C. Masturbation, actual or simulated;

D. Human genitals in a state of sexual stimulation, arousal or tumescence;

E. Excretory functions as part of or in connection with any of the activities set forth in subsections A through D of this definition.

SUBSTANTIAL ENLARGEMENT OF A SEXUALLY ORIENTED BUSINESS: An increase in the floor areas occupied by the business as the floor areas existed on the effective date of this article.

TRANSFER OF OWNERSHIP OR CONTROL OF A SEXUALLY ORIENTED BUSINESS: Means and includes any of the following:

A. The sale, lease or sublease of the business.

B. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means. (Ord. 1600 § 1, 5-1-2001)

15-44: PERMIT REQUIRED:

No person shall operate, maintain, manage or conduct a sexually oriented business without a valid sexually oriented business permit issued by the city for the particular type of sexually oriented business. Any sexually oriented business in operation on the effective date hereof shall have thirty (30) days from the effective date to apply to the city of Porterville for a sexually oriented business license under the provisions of this article. (Ord. 1600 § 1, 5-1-2001)

15-45: APPLICATION FOR PERMIT:

A. The city's designee is responsible for granting, denying, revoking, renewing, suspending, and canceling sexually oriented business permits for proposed or existing sexually oriented businesses.

B. The city's designee shall be the city manager, or any other officer or employee designated in writing by the city manager to deal with the provisions of this article.

C. A completed application shall contain the following information and shall be accompanied by the following documents:

1. If the applicant is:

a. An individual, the individual shall state his/her legal name, any aliases, and date of birth;

b. A partnership, the partnership shall state its complete name and the names of all general partners;

c. A corporation, the corporation shall state its complete name, the names and capacity of all officers, directors and the name and address of the registered corporate agent for service of process.

2. If the applicant intends to operate the sexually oriented business under a name other than that on the application, he/she must state the sexually oriented business's fictitious name.

3. A statement as to whether the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer, has had a previous permit under this article, or any other similar sexually oriented business ordinance of the city, denied, suspended or revoked, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation.

4. A statement as to whether the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer, has been a sole proprietor, general partner, officer, a director of a sexually oriented business that has had a previous permit under this article, or any other similar sexually oriented business ordinance of the city denied, suspended or revoked by the city, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well.

5. The name(s) of the responsible person(s) who will be on the premises to act as manager during the times that the business is open, or a statement that the applicant has not yet selected the manager(s).

6. The classification, as defined in this article, of sexually oriented business for which the applicant is seeking a permit.

7. The location of the proposed sexually oriented business, including a legal description of the property, street address, and telephone number(s) currently in service.

8. The applicant's address.

9. A recent photograph of the applicant.

10. The applicant's driver's license number or permit number or identification number and social security number and/or the applicant's state or federally issued tax identification number.

11. A clearly legible sketch or diagram showing the configuration of the premises and all improvements to the site including, parking, landscaping, sign configuration and location and outdoor lighting, including a statement of total floor space and its purpose, occupied by the business. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches (±6").

12. A radius map prepared within thirty (30) days prior to application depicting the building and the portion thereof to be occupied by the sexually oriented business, and:

    a) the property lines of any other sexually oriented business within six hundred feet (600') of the property line of the sexually oriented businesses for which a permit is requested; and b) the property lines of any sensitive use within one thousand feet (1,000') of the property line of the sexually oriented business for which a permit is requested.

13. A diagram of the off street parking areas and premises entries of the sexually oriented business showing the location of the lighting system required pursuant to this article.

14. Each individual listed on the application pursuant to subsection C1 of this section, excluding any agent for service of process who is not also listed as a director or officer, shall sign the application. If the applicant is a corporation, its authorized representative may sign the application on behalf of the corporation upon submission of proof of such authorization.

15. The applicant's fingerprint on a form approved by the city's police department.

D. The applicant shall be required to pay a nonrefundable application fee as set forth by resolution at the time of filing an application pursuant to this article. (Ord. 1600 § 1, 5-1-2001)

15-46: CONTINUING PERMIT OBLIGATIONS:

A. The fact that a person possesses other types of state or city permits and/or licenses does not exempt him/her from the requirement of obtaining a sexually oriented business permit.

B. By applying for a permit under this article, the applicant shall be deemed to have consented to the provisions of this article and to the exercise by the city or its designee, the police chief's office, and all other city departments charged with enforcing the laws, ordinances and codes applicable in the city, of their respective responsibilities under this article.

C. An operator shall promptly update, correct or supplement the information contained in the application for a sexually oriented business permit on file with the city as necessary to keep the information contained therein accurate. (Ord. 1600 § 1, 5-1-2001)

15-47: FILING OF COMPLETED APPLICATION:

A. Upon receipt of an application properly filed with the city and upon payment of the nonrefundable application fee, the city or its designee shall immediately stamp the application as received on that date.

B. If the city designee determines that the applicant has completed the application improperly, or otherwise deems the application to be incomplete, the city designee shall, within fifteen (15) days of receipt of the original application, notify the applicant of such fact and, on request of the applicant, grant the applicant an extension of time, twenty (20) days or less, to submit a complete application. In addition, the applicant may request an extension, not to exceed fifteen (15) days, of the time for the city designee to act on the application. The time period for granting or denying a permit shall be stayed during the period in which the applicant is granted an extension of time. (Ord. 1600 § 1, 5-1-2001)

15-48: ISSUANCE OF PERMIT:

Within thirty (30) business days of receipt of a completed application, the city shall issue a sexually oriented business permit, which will be deemed to have been approved as of the date the application was filed for the purpose of determining the proper location of the business, upon verification of the following facts:

A. The location of the business complies with all applicable zoning laws.

B. The configuration of the premises, as set out in the sketch or plan submitted with the application, does not reveal any violation of applicable health, zoning, fire and safety laws of the state of California and ordinances of the city of Porterville applicable thereto, including those set out in this article.

C. The applicants or individuals identified therein, excluding any agent for service of process who is not also listed as a director or officer, are not otherwise disqualified from lawful operation of a sexually oriented business pursuant to any state, county, federal or local law, including those set out in this article.

D. The applicant is eighteen (18) years of age or older.

E. The applicant has provided all information required by this article, none of which is known to the city to be incorrect.

F. The application or permit fees required by this article have been paid.

G. Applicant has no prior conviction of sexually related convictions listed in subsection 15-40A of this article. (Ord. 1600 § 1, 5-1-2001)

15-49: PROCESSING COMPLETED APPLICATION:

The city, or its designee, shall grant or deny a completed application for a permit within thirty (30) business days from the date of receipt by the city of a complete application. Upon the expiration of the thirtieth day, unless the city or its designee has given written notice to the applicant, the application shall be deemed granted and the operator shall be excused from the requirement that a duly issued permit be posted at the premises until such time as said permit is issued pursuant to this section. (Ord. 1600 § 1, 5-1-2001)

15-50: NOTIFICATION OF PERMIT DENIAL; SUBSEQUENT APPLICATION:

If the city or its designee denies the application, he/she shall notify the applicant of the denial and state the reason(s) for the denial. Any subsequent application which has been supplemented to cure the grounds for prior denial shall be treated as a new application. (Ord. 1600 § 1, 5-1-2001)

15-51: ANNUAL PERMIT FEE:

A. The annual fee for a sexually oriented business permit is set forth by resolution, to partially offset the costs of monitoring and policing the operation of the business entities involved.

B. The city council hereby determines that the actual cost of monitoring and policing each such business is at least that amount.

C. Said fee shall be due yearly on the anniversary of the issuance of the permit and shall be deemed delinquent thirty (30) days thereafter. (Ord. 1600 § 1, 5-1-2001)

15-52: INSPECTION:

Every operator shall permit representatives of the city and/or police, fire or health departments to inspect the premises of a sexually oriented business for the purpose of

ensuring compliance with the law at any time it is occupied or open for business. (Ord. 1600 § 1, 5-1-2001)

15-53: ADMINISTRATIVE AND JUDICIAL REVIEW OR PERMIT DENIAL, SUSPENSION OR REVOCATION:

A. Administrative Appeal To City Council: After denial of an application or suspension or revocation of a permit, the applicant or permittee may seek prompt review of such administrative action through the city council by filing a written appeal within ten (10) calendar days of the action. The council shall promptly set an administrative hearing in accordance with the provisions of section 15-13 of this chapter.

B. Expedited Review Of Free Speech Claims: An administrative appeal shall be heard and decided at the next regularly scheduled city council meeting when the written request for an administrative appeal alleges that the administrative action constitutes a violation of the applicant or permittee's state or federal constitutional rights to free speech, press or expression. If affirmed by the city council, the administrative action is subject to prompt review by the superior court for the state of California, in and for the county of Tulare, pursuant to California Code of Civil Procedure section 1094.8. Additionally, the applicant or permittee may seek a temporary or preliminary injunction, stay of the administrative action pending judicial review and/or a permanent injunction or declaratory relief. (Ord. 1600 § 1, 5-1-2001)

15-54: TRANSFER OF PERMIT:

A. A permittee shall not operate a sexually oriented business under the authority of a permit at any place other than the address designated in the application for permit.

B. A permittee shall not transfer his/her permit to another person unless and until such other person satisfies the following requirements:

1. Obtains an amendment to the permit from the city or its designee, which provides that he/she is now the permittee, which amendment may be obtained only if he/she has completed and properly filed an application with the city or its designee, setting forth the information called for under subsection 15-45C of this article in the application; and

2. Pays a transfer fee of fifty percent (50%) of the annual permit fee set by resolution.

C. No permit may be transferred during the pendency of administrative procedures following notice by the city or its designee to the permittee that suspension or revocation proceedings have been or will be brought against the permittee, until such proceedings have been completed, withdrawn or otherwise canceled.

D. Permittee shall not transfer a permit whether directly or indirectly in violation of this section. Such a transfer is hereby declared void, and the permit shall be considered abandoned and shall automatically revert to the city. (Ord. 1600 § 1, 5-1-2001)

15-55: REGISTRATION OF NEW EMPLOYEES/INDEPENDENT CONTRACTORS:

A. As a further condition of approval of every sexually oriented business permit issued pursuant to this article, every owner or operator shall register every employee or independent contractor working on its premises with the police department within five (5) business days of the commencement of the employee's period of employment at the sexually oriented business.

B. Each employee/independent contractor shall be required to provide two (2) recent color passport quality photographs and shall allow himself or herself to be fingerprinted by the police department for purposes of identification. In addition, each new employee/independent contractor shall provide the following information on a form provided by the police department:

1. Name, current resident address, telephone number.
2. Date of birth.
3. Social security number.
4. Height, weight, color of eyes and hair.
5. Stage name (if applicable) and other aliases used within the previous two (2) years.

C. The information provided for purposes of this section shall be maintained by the police department as confidential information and shall not be disclosed as public records unless pursuant to an order issued by a court of competent jurisdiction.

D. Each owner or operator of a sexually oriented business shall maintain a current register of 0names of all employees and independent contractors currently employed by or working at the sexually oriented business, and shall disclose such registration for inspection by any designated city representative for purposes of determining compliance with this section.

E. Failure to register each new employee/independent contractor within five (5) days of commencement of employment, or to maintain a current register of the names of all employees, shall be deemed a violation of the conditions of the permit and may be considered grounds for suspension or revocation of the permit. (Ord. 1600 § 1, 5-1-2001)

15-56: BUSINESS LICENSE REQUIRED:

In addition to any licenses or permits required by this article, sexually oriented businesses shall secure a semiannual business license as prescribed by section 15-23 of this chapter. Such licenses shall be calculated based on gross receipts. (Ord. 1600 § 1, 5-1-2001)

15-57: BUSINESS OPERATIONS:

A. Visibility:

1. The entire interior of an adult arcade, adult bookstore, adult novelty store, adult cabaret, adult video arcade, adult model studio, and any nonconforming sexual encounter establishment and the entire concession area of an adult motion picture theater or adult theater, the entire common areas of an adult motel, and the entire exhibition area of an adult motion picture theater or adult theater, shall be visible upon entrance to such areas.

2. Visibility from the entrance shall not be obstructed by any curtain, door, wall, merchandise rack, or any other thing.

3. No partially or fully enclosed booths or partially or fully concealed booths shall be maintained within the sexually oriented business.

4. No patrons shall be permitted access to any area of the premises not visible from the entrance.

5. Customers, patrons or visitors of adult arcades shall be prohibited from standing idly by in the vicinity of any such video booths, or from remaining in the common area of such business, other than the restrooms, who are not actively engaged in shopping for or reviewing the products available on display for purchaser viewing. Signs prohibiting loitering shall be posted in prominent places in and near the video booths.

6. All areas of the sexually oriented business shall be illuminated at a minimum of the following foot-candles, minimally maintained and evenly distributed at ground level:

Area	Foot-Candles
Arcades	10
Bookstores and other retail establishments	20
Theatres and cabarets	5 (except during performances, at which times lighting shall be at least 1.25 foot- candles)

7. All off street parking areas and premises entries of the sexually oriented business shall be illuminated from dusk to closing hours of operation with a lighting system which provides an average maintained horizontal illumination of one foot-candle of light on the parking surface and/or walkways. The required lighting level is established in order to provide sufficient illumination of the parking areas and walkways serving the sexually oriented business for the personal safety of patrons and employees and to reduce the incidence of vandalism and criminal conduct. The lighting shall be shown on the required sketch or diagram of the premises.

8. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that persons under eighteen (18) years of age are precluded from entering the premises. Said notice shall consist of letters no less than one inch (1") in height. No person under the age of eighteen (18) years shall be permitted within the premises at any time.

9. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that no alcoholic beverages are permitted on the premises.

B. Exceptions To Visibility Requirements:

1. Subsection A of this section shall not apply to those areas of a sexually oriented business to which only employees are permitted access and patrons are excluded and which cannot be viewed from any area accessible to patrons.

2. Subsection A of this section shall not apply to a restroom; however, no restroom shall contain any merchandise, materials, product, or service referenced in section 15-43 of this article.

C. Private Viewing Booths Or Rooms:

1. No viewing room or booth of an adult arcade or adult video arcade may be occupied by more than one person at any time.

2. The walls or partitions between viewing rooms or booths shall be maintained in good repair at all times, with no holes between any two (2) such rooms such as would allow viewing from one booth into another or such as to allow physical contact of any kind between the occupants of any two (2) such booths or rooms.

3. The floors, seats, walls and other interior portions of all viewing rooms or booths shall be maintained clean and free from waste and bodily secretions.

D. Business Hours: A sexually oriented business shall be open for business only between the hours of nine o'clock (9:00) A.M. on any particular day to two o'clock (2:00) A.M. the next morning.

E. Posting Permit: A valid sexually oriented business permit duly issued pursuant to this article shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it can be easily read at all times.

F. Manager On Duty:

1. There shall be a responsible person on the premises to act as manager at all times during which the business is open.

2. At all times that any patron is present inside the premises, at least one manager shall be situated at a location within the premises so as to allow her/him an unobstructed view of the entire area accessible to patrons. Within those sexually oriented businesses lawfully configured to include more than one open room accessible to patrons, such as an adult theater with both a concession area and an exhibition area, or various common areas of an adult motel, sufficient additional managers shall be present as necessary to allow management personnel to maintain an unobstructed view of all areas accessible to patrons, at all times.

3. Every permittee shall ensure that all employees are familiar with the provisions of this article as amended from time to time and with all other regulations adopted by the city related to sexually oriented businesses.

G. Required Physical Modification To Premises:

1. An operator of a sexually oriented business shall be permitted a reasonable period of time to make modifications to the business premises if such modifications are made necessary by the implementation of the provisions of this article.

2. The reasonable period of time shall normally be thirty (30) days from the effective date hereof to file the appropriate plans and designs with the city, and up to ninety (90) days thereafter for completion of the modifications.

3. Should modifications be so extensive as to reasonably require a longer period of time, the city or its designee may grant a longer period of time for completion of such modifications, in consultation with the city's building officials.

H. Separate Restrooms: The sexually oriented business shall provide and maintain separate restroom facilities for male patrons and employees, and female patrons and employees. Male patrons and employees shall be prohibited from using the restroom(s) for females, and female patrons and employees shall be prohibited from using the restroom(s) for males, except to carry out duties of repair, maintenance and cleaning of

the restroom facilities. The restrooms shall be free from any motion picture or video projection, recording or reproduction equipment. The foregoing provisions of this subsection shall not apply to a sexually oriented business which deals exclusively with sale or rental of adult material which is not used or consumed on the premises, such as an adult bookstore or adult video store, and which does not provide restroom facilities to its patrons or the general public.

I. No Alcohol: No alcoholic beverages shall be served or consumed on the premises of any sexually oriented business. (Ord. 1600 § 1, 5-1-2001)

15-58: PROHIBITIONS REGARDING MINORS AND SEXUALLY ORIENTED BUSINESSES:

It shall be unlawful and a person commits a misdemeanor if he/she operates or causes to be operated a sexually oriented business, regardless of whether or not a permit has been issued for said business under this article, and knowingly, or with the reasonable cause to know, permits, suffers, or allows:

A. Admittance of a person under eighteen (18) years of age to the business premises;

B. A person under eighteen (18) years of age to remain at the business premises;

C. A person under eighteen (18) years of age to purchase goods or services at the business premises; or

D. A person who is under eighteen (18) years of age to work at the business premises in any capacity. (Ord. 1600 § 1, 5-1-2001)

15-59: DISPLAY REGULATIONS:

A. No display or exhibit depicting or describing specified sexual activities or specified anatomical areas shall be placed in, on, or at the site of the subject premises in such a manner as to be visible from the exterior of the premises.

B. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating that persons under eighteen (18) years of age are precluded from entering the premises. Said notice shall consist of letters no less than one inch (1") in height.

C. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicting that no alcoholic beverages are to be served or consumed on the premises. Said notice shall consist of letters no less than one inch (1") in height.

D. The building entrance to a sexually oriented business shall be clearly and legibly posted with a notice indicating business's hours of operation.

E. The view of the entrance to any sexually oriented business from outside of the business shall be designed in a manner that obscures the view of the interior of the premises from individuals outside the premises so as to prohibit minors from viewing or seeing any material, conduct or activities which depict, describe or display specified sexual activities or specified anatomical areas. (Ord. 1600 § 1, 5-1-2001)

15-60: ADDITIONAL REQUIREMENTS:

The following additional requirements shall pertain to sexually oriented businesses providing live entertainment depicting seminude persons, specified anatomical areas or involving specified sexual activities:

A. No person shall perform live entertainment for patrons of a sexually oriented business except upon a stage at least eighteen inches (18") above the level of the floor which is separated by a distance of at least ten feet (10') from the nearest area occupied by patrons, and no patron shall be permitted within ten feet (10') of the stage while the stage is occupied by an entertainer. "Entertainer" shall mean any person who is an employee or independent contractor of the sexually oriented business, or any person who with or without any compensation or other form of consideration performs live entertainment for patrons of a sexually oriented business.

B. The sexually oriented business shall provide separate dressing room facilities for entertainers which are exclusively dedicated to the entertainers' use.

C. The sexually oriented business shall provide an entrance/exit for entertainers which is separate from the entrance/exit used by patrons.

D. The sexually oriented business shall provide access for entertainers between the stage and dressing rooms which is completely separated from the patrons. If such separate access is not physically feasible, the sexually oriented business shall provide a minimum three foot (3') wide walk aisle for entertainers, between the dressing room area and the stage, with a railing, fence or other barrier, separating the patrons and the entertainers, capable of (and which actually results in) preventing any physical contact between patrons and entertainers.

E. No entertainer, either before, during or after performance, shall have physical contact with any patron and no patron shall have physical contact with any entertainer either before, during or after performances by such entertainer. This subsection shall only apply to physical contact on the premises of the sexually oriented business.

F. Fixed rail(s) at least thirty inches (30") in height shall be maintained establishing the separations between entertainers and patrons required by this subsection.

G. No patron shall directly pay or give any gratuity to any entertainer and no entertainer shall solicit any pay or gratuity from any patron.

H. No owner or other person with managerial control over a sexually oriented business (as that term is defined herein) shall permit any person on the premises of the sexually oriented business to engage in a live showing of the human male or female genitals, pubic area or buttocks with less than a fully opaque coverage and/or the female breast with less than a fully opaque coverage over any part of the areola.

I. Sexually oriented businesses featuring live entertainment shall provide at least one security guard at all times while the business is open. If the occupancy limit of the premises is greater than thirty five (35) persons, an additional security guard shall be on duty. Additional security guards may be required if the occupancy limit of the premises is greater than seventy (70) persons. Security guard(s) shall be charged with preventing the violations of law and enforcing compliance by patrons of the requirements of these regulations. Security guards shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and shall be duly licensed as a security guard as required pursuant to this subsection and shall not act as a door person, ticket

seller, ticket taker, admittance person, or sole occupant of the manager's station while acting as a security guard.

J. The foregoing applicable requirements of this section shall be deemed conditions of sexually oriented business regulatory permit approvals, and failure to comply with every such requirement shall be grounds for revocation of the permit issued pursuant to these regulations.

K. Every permittee of a sexually oriented business which provides live entertainment pursuant to this article must maintain a register of all persons so performing on the premises. Such register shall be available for inspection during the regular business hours by any designee of the city of Porterville. (Ord. 1600 § 1, 5-1-2001)

15-61: EXEMPTIONS:

A. It is a defense to prosecution for any violation of this article that a person appearing in a state of nudity did so in a modeling class operated:

1. By a college, junior college, or university supported entirely or partly by taxation; or

2. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

3. In a structure:

a. Which has no sign visible from the exterior of the structure and not other advertising that indicates a nude person is available for viewing, and

b. Where, in order to participate in a class, a student must enroll at least three (3) days in advance of the class, and

c. Where no more than one nude model is on the premises at any one time.

B. It is a defense to prosecution of a violation of this article that an employee of a sexually oriented business, regardless of whether or not it is permitted under this article, exposed any specified anatomical area during the employee's bona fide use of a restroom, or during the employee's bona fide use of a dressing room which is accessible only to employees. (Ord. 1600 § 1, 5-1-2001)

15-62: CRIMINAL PENALTIES AND ADDITIONAL LEGAL, EQUITABLE, AND INJUNCTIVE RELIEF:

A. If any person fails or refuses to obey or comply with or violates any of the provisions of this article, such person, upon conviction of such offense, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment not to exceed sixty (60) days in the jail, or both, in the discretion of the court. Each violation or noncompliance shall be considered a separate and distinct offense. Further, each day of continued violation or noncompliance shall be considered as a separate offense.

B. Nothing herein contained shall prevent or restrict the city from taking such other lawful action as is necessary to prevent or remedy any violation or noncompliance.

Such other lawful actions shall include, but shall not be limited to, a nuisance abatement proceeding pursuant to chapter 21, section 614.03 of this code, a civil nuisance abatement of equitable action for injunctive relief or an action at law for damages in any court of competent jurisdiction.

C. All remedies and penalties provided for in this article shall be cumulative and independently available to the city, and the city shall be authorized to pursue any and all remedies set forth in this section to the full extent allowed by law.

D. The city shall be entitled to recover all attorney fees and costs incurred in the filing or prosecution of any action or administrative proceeding brought to enforce any provision(s) of this article. (Ord. 1600 § 1, 5-1-2001)

15-63: SUSPENSION OR REVOCATION OF PERMIT:

A. After an investigation, notice and hearing, the city manager or his designee shall suspend or revoke an existing permit, or impose such conditions upon the retention of the permit as shall be found to be necessary to assure the preservation of the public health and safety, if the evidence presented established that one of the following conditions exist:

1. The building, structure, equipment, location, or manner of operation of such business does not comply with the requirements of, or fails to meet the standards of, the health, zoning, fire and safety laws of the state of California and ordinances of the city of Porterville applicable to such business operations.

2. The permittee, his or her employee, agent, partner, director, officer, stockholder or manager has knowingly made any false, misleading or fraudulent statements of material fact in the application for a sexually oriented business permit, or in any report or record to be filed with the city pertaining to the permit for the sexually oriented business, or has violated any rule or regulation duly adopted by the city relating to sexually oriented businesses, including those set out in this article.

3. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or allowed or permitted to be committed any unlawful act of sexual intercourse, sodomy, oral copulation, masturbation, or distribution of obscenity, on or in the subject premises.

4. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or permitted or allowed to occur unlawful solicitations for sexual intercourse, sodomy, oral copulation, masturbation, or distribution of obscenity, on or in the subject premises.

5. A court of competent jurisdiction has found that the permittee, his or her employee, agent, partner, director, manager, or stockholder has knowingly engaged in or permitted or allowed, in or on the premises, the unlawful possession, use or sale of a controlled substance, as defined by the

California uniform controlled substances act, California Health and Safety Code section 11000 et seq., as amended from time to time.

6. More than thirty (30) days have elapsed since a tax, fee, fine, any form of regulatory assessment or judgment for monetary damages, irrespective of any other form of relief set out in the judgment, which is to be paid to the city has been imposed against a sexually oriented business, and said sum remains owing.

B. In the event that a permit for a sexually oriented business is revoked pursuant to any applicable law, the premises shall be closed and shall not be used as a sexually oriented business of any classification for a period of one year commencing on the date of revocation. Further, the operators of the sexually oriented business closed due to suspension or revocation of a permit shall be disqualified from operating any other sexually oriented business established thereafter within the city during the entire period of any such suspension, or for one year if the license was revoked. (Ord. 1600 § 1, 5-1-2001)

15-64: IMMUNITY FROM PROSECUTION:

The city and its designee, the chief of police's office and all other departments and agencies, and all other city officers, agents and employees charged with enforcement of state and local laws and codes shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon a sexually oriented business while acting within the scope of authority conferred by this article. (Ord. 1600 § 1, 5-1-2001)

15-65: SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this article or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this article or any part thereof. The city council hereby declares that it would have passed each section, subdivision, paragraph, sentence, clause, or phrase in this article or any part thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective. (Ord. 1600 § 1, 5-1-2001)

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

APPLICANT: A member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

CHARITABLE: Benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

CHARITABLE CAR WASH: A temporary vehicle washing operation conducted by members of a charitable organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

CHARITABLE ORGANIZATION: Means and includes an organization which is a duly organized governmental or not for profit charitable, religious, civic, patriotic or community service organization; and the organization must have a tax-exempt identification number assigned to it.

PERMIT HOLDER: The charitable organization who has been granted a permit pursuant to this article for the purpose of conducting a charitable car wash.

PERSON: Any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

RELIGIOUS OR RELIGION: Has the meaning established by the supreme court of the state or the supreme court of the United States.

RESIDENTIAL PROPERTY: A building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments. (Ord. 1669 § 1, 6-21-2005)

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this article.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this article to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash. (Ord. 1669 § 1, 6-21-2005)

15-72: APPLICATION FOR PERMIT:

A. Applications for charitable car wash permits shall be made to the Department of Planning and Engineering upon forms prescribed by the city. The application shall be declared under penalty of perjury and filed with the Department of Planning and Engineering not less than five (5) consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.

6. Proof evidencing that the permit holder is a bona fide charitable organization.

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.

8. Such supplemental information requested by the Department of Planning and Engineering as the Department of Planning and Engineering may require. The Department of Planning and Engineering may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the Director of Planning and Engineering in writing thereof prior to five o'clock (5:00) P.M. the day before such change.

E. The application documents shall be available for public inspection. (Ord. 1669 § 1, 6-21-2005; Ord. XXXX, [date].)

15-73: ISSUANCE AND FORM OF PERMIT:

A. The Department of Planning and Engineering shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.

2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.

3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this article shall be construed as granting to the Department of Planning and Engineering or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this article.

C. The Department of Planning and Engineering shall either issue or deny the requested permit within two (2) consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the Department of Planning and Engineering fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;

2. The date for which the permit is valid;

3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;

4. A permit number; and

5. The signature of the Director of Planning and Engineering or his/her designee. (Ord. 1669 § 1, 6-21-2005; Ord. XXXX, [date].)

15-74: TERM OF PERMIT:

Permits issued under this article shall be valid only for the date specified in the application for the car wash and as stated on the permit. (Ord. 1669 § 1, 6-21-2005)

15-75: NONTRANSFERABILITY OF PERMIT:

No permit issued under this article shall be transferred or assigned, and any attempt at assignment or transfer shall be void. (Ord. 1669 § 1, 6-21-2005)

15-76: MANNER OF CAR WASH:

A. Car washes held pursuant to permits under this article:

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.

2. Shall be conducted for a one-day period only.

3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.

4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.

5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.

6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.

7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.

8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual or others.

9. Shall not be conducted at any commercial property which has held four (4) prior car washes in the calendar year (excluding licensed commercial car wash locations).

10. Shall take place at a distance of more than twenty-five feet (25') from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the city's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held four (4) prior car washes in the calendar year. Four (4) applications per tax exempt identification number, and four (4) permits per tax exempt identification number, will be allowed in the calendar year.

B. It is unlawful for a "permit holder", as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this article, if requested by city representatives.

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent.

3. Misrepresent that the charitable car wash permit issued under this article is an endorsement by the city, or any department or employee thereof, of the charitable car wash. (Ord. 1669 § 1, 6-21-2005)

15-77: FUNDRAISING AS A BUSINESS:

An organization in the business of fundraising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this article. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this article. (Ord. 1669 § 1, 6-21-2005)

15-78: REVOCATION OF PERMIT:

Any violation of this article by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this article. Upon determination by an authorized representative of the city that a car wash is being conducted without a valid permit or in violation of the requirements of this article, said unlawful activity shall cease immediately, and all persons associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the city official, shall constitute a separate violation of this article. Furthermore, any organization that violates this article shall be ineligible for the issuance of a permit for a period of one year. (Ord. 1669 § 1, 6-21-2005)

15-79: VIOLATIONS:

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts a car wash as provided in this article without procuring the permit as required under this article or who fails to comply with the conditions of this article shall be guilty of an infraction punishable by:

A. A fine not exceeding one hundred dollars ($100.00) for a first violation;

B. A fine not exceeding two hundred dollars ($200.00) for a second violation within one year; and

C. A fine not exceeding five hundred dollars ($500.00) for each additional violation within one year. (Ord. 1669 § 1, 6-21-2005)

15-80: CAR WASHING AS A BUSINESS:

This article is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for profit basis must comply with all city, county and state licensing or permitting requirements and does not fall within this article. (Ord.1669 § 1, 6-21-2005)

ARTICLE VII. CANNABIS DISPENSARIES

SECTION:

15-85: Definitions

15-86: Cannabis Dispensaries Permitted Uses And Zoning

15-87: Cannabis Dispensaries Requirements And Restrictions

15-88: Regulatory Permit Required

15-89: Employee Permit Required

15-90: Application Fees

15-91: Investigation

15-92: Term Of Permits And Renewals

15-93: Grounds For Denial Of Regulatory Permit

15-94: Grounds For Denial Of Employee Permit

15-95: Notice Of Decision And Final Action

15-96: Suspension And Revocation Of Regulatory Permit Or Employee Permit

15-97: Effect Of Denial Or Revocation

15-98: Abandonment

15-99: Other Licenses, Permits, Taxes Or Charges

15-100: Violation Deemed Misdemeanor And Other Remedies

15-101: Actions To Collect

15-102: Severability

15-103: Remedies Cumulative

15-104: Amendment Or Repeal

15-105: Penalties

15-85: DEFINITIONS:

The following definitions are applicable to the terms when used in chapter 15, 18, or 21 of this Code, concerning regulations pertaining to cannabis uses, activities and operations.

APPLICANT: Means a person who is required to file an application for a permit under this article.

BUSINESS OWNER: Means the owner(s) of the cannabis business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of five percent (5%) or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of twenty percent (20%) or more in the commercial cannabis business.

CANNABIS: Means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties; whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the

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

CANNABIS ACCESSORIES: Means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. "Cannabis accessories" also has the same meaning as in section 11018.2 of the Health and Safety Code.

CANNABIS BUSINESS OR CANNABIS INDUSTRY: Means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

CANNABIS DISPENSARY OR DISPENSARY: Means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" as defined in California Business and Professions Code division 10 and any successor statute(s), as may be adopted or amended from time to time. For the purposes of obtaining a City permit and operating within the City, "cannabis dispensary" or "dispensary" is limited to storefront cannabis retailers.

CANNABIS PRODUCT: Means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in section 11018.1 of the Health and Safety Code.

CITY: Means the City of Porterville, either the entity or its territorial limits, as the context requires.

CITY COUNCIL OR COUNCIL: Means the City Council of the City of Porterville.

COLLECTOR: Means the City's Director of Planning and Engineering or his or her designee.

COMMERCIAL CANNABIS BUSINESS, COMMERCIAL CANNABIS ACTIVITY, OR CANNABIS BUSINESS OR CANNABIS OPERATION: Means any commercial marijuana activity allowed under State law and the implementing regulations, as State law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis, including the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non- medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.

COMMERCIAL CANNABIS REGULATORY PERMIT OR REGULATORY PERMIT: Means the permit required under this article to have a cannabis business.

CONCENTRATED CANNABIS: Means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate.

DELIVERY: Means the commercial transfer of cannabis or cannabis products to a customer.

"Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this article that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

DELIVERY EMPLOYEE: Means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

DEVELOPMENT AGREEMENT: Means an agreement entered into between the City and the business owner and any other responsible parties as required by the City, in accordance with chapter 21, series 600, article 609 of this Code.

DISTRIBUTION: Means the procurement, sale, and transport of cannabis or cannabis products between licensees.

DISTRIBUTOR: Means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" as defined in California Business and Professions Code division 10 and any successor statute, as may be adopted or amended from time to time.

EMPLOYEE: Means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

GROSS RECEIPTS: Means the amount a cannabis operation received from all sources during its accounting period, without subtracting any costs or expenses.

MAUCRSA: Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

MANUFACTURE: Means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

MEDICAL CANNABIS DISPENSARY: Means a storefront cannabis dispensary with a valid M-type 10 retailer license in accordance with MAUCRSA.

OPERATOR: Means the business owner and any other person designated by the business owner as responsible for the day to day cannabis business operation.

PREMISES: Means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

PROCESSING: Means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.

RESPONSIBLE PARTY: Shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis businesses operations.

STATE: Means the State of California.

STATE LAW: Means all regulations and laws pertaining to cannabis business in the State of California.

STATE LICENSE: Means a State license issued pursuant to California Business and Professions Code section 26000, et seq., or other applicable State law.

TRANSPORT OR TRANSPORTATION: Means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this article. (Ord. 1853, 5-7-2019; Ord. XXXX, [date].)

15-86: CANNABIS DISPENSARIES PERMITTED USES AND ZONING:

Business owners meeting the requirements of this article shall be allowed to conduct storefront cannabis dispensary operations in the zone districts and locations as specified in chapter 21 of this Code, upon obtaining a regulatory permit from the City, obtaining a business license from the City, obtaining the applicable license from the State of California, and entering a Development Agreement with the City as specified further in this article. Non-storefront cannabis retailers are not permitted within the City. (Ord. 1853, 5-7-2019)

15-87: CANNABIS DISPENSARIES REQUIREMENTS AND RESTRICTIONS:

A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than two permits plus an additional permit per every 25,000 residents. Said permits may be issued for medical (Type M) or adult use (Type A) businesses as allowed by the State. However, the City Council may, but is not required to, reserve one of the allowed permits for exclusively a medical cannabis dispensary. No applications for regulatory permits shall be accepted or considered for approval by the City until authorized by the City Council, and shall only be accepted under the terms nd conditions specifically established by the City Council.

B. Regulatory Permit/Fees.

1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.

2. Request for Proposals Processes. The City may conduct initial request for proposals processes for regulatory permit applications (commercial or medical), once it determines when dispensary regulatory permits shall become available, and thereafter as such permits become available. Nothing in this Chapter or Code shall

be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary. The City Council may authorize the initiation of the Request for Proposals Process at any time for any one or more of the available permits, up to the maximum number permitted by this Article.

3. Medical Cannabis Dispensaries.

a. If, after one full year from the City's first issuance of a Request for Proposals solely for a Medical Cannabis Dispensary, no responses are received within the prescribed time period for such responses, the City Council may opt to allow the permit reserved for a medical dispensary to be utilized for an adult-use dispensary, as otherwise permitted by this Chapter.

b. Any Medical Cannabis Dispensary established pursuant to this Chapter must be in operation for a full year before it will be eligible to apply for any transition to an adult-use dispensary (Type A), and any medical cannabis dispensary applying for a transition shall be subject to all the requirements of this Chapter, including applying for a new regulatory permit and entering into a new development agreement.

4. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion over whether any permit approvals are made, how many permit approvals are made, when permits shall be issued, where the uses may be located (subject to Chapter 21), the terms and conditions under which any or all of the permits are issued, and the manner of permit approvals.

5. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.

C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary shall be allowed to begin until the development agreement is effective.

D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under

State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.

E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.

F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.

G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City's Signage Ordinances, and any other policies or guidelines adopted by the City.

H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.

I. Transportation. Transportation shall only be conducted according to activity permitted by State law.

J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City-licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.

K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.

L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards.

Additionally, the City Council may set allowed hours of operation by Resolution that are more restrictive, if it finds that the limitations are appropriate to protect the public health, safety, peace or welfare.

M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.

N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building (excluding any expressly authorized drive-through facility) that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum

building code requirements for commercial structures and include material strong enough to prevent entry except through an open door. Any authorized drive-through facilities shall be designed and operated with appropriate security features and measures as approved by the City.

O. Premises Security. The following security conditions shall apply:

1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n). A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.

2. Remote monitoring of alarm systems.

3. Exterior lighting systems for after-hours security.

4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.

5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.

6. The Porterville Police Department or Department designee shall have access to all security systems.

7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.

8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.

9. [Reserved].

10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.

11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.

12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City’s discretion.

13. State of the art network security protocols and equipment need to be in place to protect computer information.

14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.

15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds r recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis dispensary, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information").To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:

a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information.

b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the

proceeding.

P. Delivery.

1. Unless otherwise (and only to the extent) required to be permitted by State law, deliveries to customers from dispensaries located outside the City are prohibited.

2. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary. Each delivery employee of a licensed dispensary shall be at least 21 years of age.

3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.

4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.

5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary

premises after delivering the cannabis goods to the cannabis patients or primary caregivers.

6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.

7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.

Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:

1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.

2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.

S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.

T. Indemnification and Limitations on City's Liability.

1. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a regulatory permit or executed a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.

2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses,

damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.

3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid. (Ord. 1853, 5-7-2019; amd. Ord. 1879, 2-16-2021; Ord. 1910, 6-3-2025)

15-88: REGULATORY PERMIT REQUIRED:

A. Application For Permit: At the time authorized by the City, applications for regulatory permits shall be filed by the proposed business owner(s) with the City and include the information set forth herein. The City may request such additional information as they deem necessary to determine who the applicant is, and may adopt additional requirements as authorized in subsection 15-87B of this article.

The applicant shall certify under penalty of perjury that all the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the premises owner.

2. Date of birth.

3. Tax identification number.

4. The address to which notices relating to the application are to be mailed.

5. Previous addresses for the five (5) years immediately preceding the present.

6. The height, weight, color of eyes and hair.

7. Photographs for identification purposes (photographs shall be taken by the Police Department).

8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.

9. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.

10. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis sales will occur on its property.

11. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis business activities proposed to occur on the premises.

12. A diagram and floor plan of the entire premises, denoting all the use of areas proposed for cannabis production, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. For cannabis dispensaries, the floor plan should show the layout and design of the building. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches (±6").

13. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, twenty-four (24) hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for ensuring the safety of persons and to protect the premises from theft.

15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school or any other sensitive use as set forth in the operational requirements.

16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Other Permits Or Licenses: The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit. (Ord. 1853, 5-7-2019; Ord. XXXX, [date].)

15-89: EMPLOYEE PERMIT REQUIRED:

A. Every employee or independent contractor (to the extent the independent contractor is otherwise allowed by this article) working at a cannabis operation or involved in transportation/delivery related services for a cannabis business shall obtain an employee

permit. It shall be the duty of the operator to ensure that employee permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a business owner on a regulatory permit shall not be required to obtain an employee permit if such person also serves as an employee or contractor. All responsible parties, except the business owner, shall be required to obtain an employee permit.

B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:

1. Name, current resident address, and telephone number.
2. Date of birth.
3. Tax identification number.
4. Height, weight, color of eyes, and hair.
5. Photographs for identification purposes (photographs shall be taken by the Police Department)
6. Be fingerprinted by the Police Department.
7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the employee permit.
8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
9. The name of the business owner holding the regulatory permit and the operator for which such person is proposed to work. (Ord. 1853, 5-7-2019; Ord. 1910, 6-3-2025)

15-90: APPLICATION FEES:

Every new application for a regulatory permit, employee permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license, tax, or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general ongoing monitoring for compliance and processing of the application. (Ord. 1853, 5-7-2019)

15-91: INVESTIGATION:

A. Upon the filing of a properly completed application and the payment of the fee, the Police Chief is authorized to conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a regulatory permit and employee permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Porterville Police Department.

B. For employee permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation. (Ord. 1853, 5-7-2019)

15-92: TERM OF PERMITS AND RENEWALS:

Regulatory permits issued under this chapter shall expire on December 31st each year. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this article. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed. Regulatory fees may be pro-rated based on the term of the regulatory permit. (Ord. 1853, 5-7-2019)

15-93: GROUNDS FOR DENIAL OF REGULATORY PERMIT:

Nothing in this article shall be construed to require the City to grant a regulatory permit.

Notwithstanding this, applications for a regulatory permit are required to be denied for one or more of the following:

A. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.

B. The business owner or operator has been issued a local or State permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.

C. The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.

D. Consistent with State law or other applicable State law, the business owner or operator, or any responsible person, has been:

1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or

2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or

3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or

4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or

5. Has engaged in misconduct related to the qualifications, functions or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State law; or

6. Consistent with State law or other applicable State law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

7. The business owner or operator is under twenty-one (21) years of age, or any older other age set by the State; or

8. The cannabis operation does not comply with the Zoning Ordinance standards of the City, the development standards set forth in this Code, or the terms of the Development Agreement; or

9. The required annual business license fee, annual regulatory fee or fees specified in this Code or the Development Agreement have not been paid. (Ord. 1853, 5-7-2019)

15-94: GROUNDS FOR DENIAL OF EMPLOYEE PERMIT:

The grounds for denial of an employee permit shall be one or more of the following:

A. The applicant has been issued a local or State permit related to cannabis production at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.

B. Consistent with State law or other applicable State law, the applicant has been:

1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or

2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or

3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or

4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in State law; or has engaged in misconduct related to the qualifications, functions or duties of a permittee; or

5. Consistent with State law or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or

6. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit; or

7. An applicant is under twenty-one (21) years of age, or any older age set by the State. (Ord. 1853, 5-7-2019)

15-95: NOTICE OF DECISION AND FINAL ACTION:

A. Regulatory Permit: Action on a properly authorized and submitted application for a regulatory permit shall be as follows:

1. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the City Council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.

2. Following a public hearing before the City Council, the Council may grant the regulatory permit subject to the other requirements of this article and subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.

B. Employee Permit: Action on the employee permit shall be as follows: The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an employee permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an employee permit shall be final, subject to judicial review. (Ord. 1853, 5-7-2019)

15-96: SUSPENSION AND REVOCATION OF REGULATORY PERMIT OR EMPLOYEE PERMIT:

A. Regulatory Permit: The City Council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:

1. The cannabis operation is conducted in violation of any provision of this article, the terms of the Development Agreement, State law, or any other applicable State law.

2. The cannabis operation is conducted in such a manner as to create a public or private nuisance.

3. A failure to pay the regulatory fee required by this article or other required fees pursuant to this Code or the Development Agreement.

4. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or obstruction of the operation of another business.

5. A failure to comply with the terms and conditions of the regulatory permit issued in connection therewith or the terms of the Development Agreement.

6. Any act which would be considered grounds for denial of the regulatory permit in the first instance.

B. Employee Permit: The Police Chief may suspend or revoke an employee permit when the permittee or the employee has committed any one or more of the following acts:

1. Any act which would be considered a ground for denial of the permit in the first instance.

2. Violates any provision of this article, State law, or any other applicable law relating to the cannabis operation.

3. Violates or fails to comply with the terms and conditions of the employee permit.

C. Procedures For Revoking Regulatory Permits: For regulatory permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a conditional use permit.

D. Procedures For Revoking Employee Permits: Prior to suspension or revocation of an employee permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing.

The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an employee permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.

E. Immediate Suspension: The Police Chief may immediately suspend or revoke a regulatory permit and an employee permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:

1. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation, or in the case of an employee permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.

2. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension. (Ord. 1853, 5-7-2019)

15-97: EFFECT OF DENIAL OR REVOCATION:

When the City Council shall have denied a regulatory permit or revoked a regulatory permit, or the Police Chief shall have denied or revoked an employee permit, no new application for a regulatory permit and no new application for an employee permit shall be accepted and no regulatory permit or employee permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after denying or revoking the regulatory permit or employee permit. (Ord. 1853, 5-7-2019)

15-98: ABANDONMENT:

In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if the cannabis operation ceases for a period of more than ninety (90) consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety (90) day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee. (Ord. 1853, 5-7-2019)

15-99: OTHER LICENSES, PERMITS, TAXES OR CHARGES:

Except as expressly provided in this article, nothing contained in this article shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this Code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or chapter of this Code or any other ordinance or resolution of the City. Any references made or contained in any other title or chapter of this Code to any permits, licenses, taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the permits, licenses, taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this Code unless otherwise expressly provided. (Ord. 1853, 5-7-2019)

15-100: VIOLATION DEEMED MISDEMEANOR AND OTHER REMEDIES:

Any person who violates any provision of this article or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in section 1-9 of this Code. A person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury. Additionally, the City may avail itself of any remedies or enforcement provisions provided for in this Code. (Ord. 1853, 5-7-2019)

15-101: ACTIONS TO COLLECT:

The amount of any tax, fee, penalty and/or interest imposed pursuant to this chapter shall be deemed a debt owed to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent tax, fees, penalties and interest thereon. (Ord. 1853, 5-7-2019)

15-102: SEVERABILITY:

If any provision of this chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable. (Ord. 1853, 5-7-2019)

15-103: REMEDIES CUMULATIVE:

All remedies prescribed under this chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof. (Ord. 1853, 5-7-2019)

15-104: AMENDMENT OR REPEAL:

This article may be repealed or amended by ordinance of the Porterville City Council. (Ord. 1853, 5-7-2019)

15-105: PENALTIES:

Any entity that fails to pay the taxes and/or fees required by this Code or the Development Agreement within fifteen (15) days after the due date shall pay in addition to those taxes and/or fees a penalty for nonpayment in the sum equal to twenty five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty five percent (25%) penalty if the fee remains unpaid - up to a maximum of one hundred percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment. (Ord. 1853, 5-7-2019)

ARTICLE VIII. ROTATIONAL TOW SERVICES

SECTION:

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15-111: Definitions

15-112: Rules And Specifications

15-113: Number Of Towing Operators Determined

15-114: Application For Rotation Tow List

15-115: Referral To The Patrol Division Commander

15-116: Towing Rotation List

15-117: Appeal

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15-119: Removal From The Rotation List

15-120: Execution Of Agreements

15-121: Exceptions

15-122: Authority For City To Maintain Its Own Towing Operations And Towing Storage Yard

15-123: Violation; Penalty

15-110: PURPOSE:

The city council hereby finds that it is in the public interest to establish a rotation list for towing services to provide the police department with an expedient means of moving damaged and disabled vehicles, illegally parked vehicles, vehicles that must be moved for safekeeping and evidentiary purposes, and abandoned, wrecked, dismantled or inoperative vehicles constituting a nuisance. (Ord. 1743, 7-1-2008)

15-111: DEFINITIONS:

CHIEF: The chief of police of the city. For purposes of this article, "chief" also includes any

appropriate designee of the chief of police.

DEPARTMENT: The city police department.

ELIGIBILITY LIST: The city's list of towing operators who have filed an application to participate in the rotation list and who the chief has determined to be qualified to participate in the rotation list.

PATROL DIVISION COMMANDER: The person commanding the patrol division of the department.

ROTATION LIST: The city's list of towing operators who have been selected from the eligibility list to be used by the department for the purpose of providing tow truck services in accordance with the provisions of this article.

RULES AND SPECIFICATIONS: The city's rules and specifications for towing services, drivers and vehicle storage facilities, which shall be promulgated by the patrol division commander pursuant to section 15-112 of this article.

TOW OR TOWING: The act of moving damaged or disabled vehicles, illegally parked vehicles, vehicles that must be moved for safekeeping and evidentiary purposes, and abandoned, wrecked, dismantled or inoperative vehicles constituting a nuisance.

TOW TRUCK: A motor vehicle that has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline, dolly or rollback carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

TOWING OPERATOR: Any person, firm or corporation with a valid business license from the city and engaged in the business of towing and storing vehicles in the city. (Ord. 1743, 7-1-2008)

15-112: RULES AND SPECIFICATIONS:

A. The patrol division commander shall promulgate written rules and specifications governing the provision of towing services, the qualifications and conduct of drivers, and the requirements for vehicle storage facilities. The rules and specifications may be modified from time to time as deemed appropriate by the chief. All towing services provided pursuant to the rotation list shall be subject to the requirements set forth in the rules and specifications.

B. The rules and specifications shall include, but not be limited to, provisions requiring that all towing operators participating in the rotation list do the following:

1. Obtain a city business license;

2. Enter into a tow service agreement (TSA) with the city;

3. Pass a background check as determined by the patrol division commander; and

4. Abide by the provisions of this article and the rules and specifications promulgated by the patrol division commander and the tow service agreement. (Ord. 1743, 7-1-2008)

15-113: NUMBER OF TOWING OPERATORS DETERMINED:

A. The patrol division commander shall determine the number of towing operators needed to provide towing services to the police department. On or before July 1 of each calendar year, the patrol division commander shall make a determination as to the appropriate number of towing operators to be placed on the rotation list for the following year. The patrol division commander's determination shall be based upon the number of towing service providers that may be required for the public convenience and necessity and for the efficient operation of the department. In determining the required number of towing operators, the patrol division commander shall consider the following factors:

1. The operational needs of the police department;

2. The population growth in the city;

3. The additional land area annexed into the city;

4. The number of currently authorized towing operators and their average response times;

5. The administrative burdens imposed by the number of towing operators to be included on the rotation list; and

6. Other relevant, objective factors to be determined by the patrol division commander.

B. The patrol division commander's determination shall be made in writing and shall include the number of towing operators to be included on the rotation list. (Ord. 1743, 7-1-2008)

15-114: APPLICATION FOR ROTATION TOW LIST:

A. Any person requesting to be on the PPD rotation tow listing shall submit a letter of interest to the patrol division commander between July 1 and July 15 of each calendar year. This letter of interest shall be accompanied by:

1. A signed Porterville police department tow service agreement;

2. A completed rotation tow listing application (CHP 234A);

a. Under CHP area on the form, mark N/A;

3. A completed tow operator/driver information form (CHP 234F) for each person who will be driving for the business; and

4. All documentation required by the Porterville police department tow service agreement, including documentation of a satisfactory level one inspection and local tow truck inspection. (Ord. 1743, 7-1-2008)

15-115: REFERRAL TO THE PATROL DIVISION COMMANDER:

A. During July of each calendar year, an open enrollment meeting shall be conducted to discuss any changes in the new TSA as well as any issues concerning the rotation tow program. Upon receiving an application, the patrol division commander shall cause an investigation to be conducted to determine the applicant's qualifications to comply with the provisions of this article. Within thirty (30) days after the filing of the application, the patrol division commander shall determine whether the towing operator is eligible for the rotation list. The patrol division commander shall determine eligibility pursuant to

guidelines set forth in the rules and specifications. If the patrol division commander determines that a towing operator is qualified, the towing operator's name shall be placed on the eligibility list. Qualified towing operators shall be placed on the eligibility list in the order in which their complete applications were received. If the patrol division commander determines that a towing operator is not qualified, the towing operator shall receive a written statement of the reasons for the patrol division commander's decision.

1. In response to the department's duty to protect the public, and upon completion of a background check, the patrol division commander may disqualify an operator or driver for various reasons. These reasons include, but are not limited to:

a. Prior felony conviction.

b. Pattern of thefts.

c. Crimes of moral turpitude. (Ord. 1743, 7-1-2008)

15-116: TOWING ROTATION LIST:

A. Towing operators selected to provide towing services to the city and to participate in the rotation list shall abide by the rules and specifications set forth in this article and the tow service agreement.

B. Based on the number of towing operators needed, as determined by the patrol division commander pursuant to section 15-113 of this article, the patrol division commander shall select from the eligibility list the appropriate number of towing operators to be placed on the rotation list and participate in the towing rotation program for the following year. The patrol division commander shall select towing operators from the eligibility list in the order in which their complete applications were received. If a towing operator is currently on the rotation list and is deemed to be in good standing, that operator shall be granted a place on the next rotation list providing they meet the terms and conditions set forth in the TSA for that year.

C. When the patrol division commander or chief of police determines that an emergency exists, nothing shall prohibit a city employee from requesting services from a towing operator who is not on the list.

D. The rotation list may be amended from time to time as part of the chief's promulgation or modification of the rules and specifications. (Ord. 1743, 7-1-2008)

15-117: APPEAL:

Any applicant deemed ineligible by the patrol division commander shall have the right to appeal the decision to the chief of police. Appeals must be made by filing a notice of appeal with the chief of police within ten (10) days of receipt of a notice of the patrol division commander's decision. The chief of police shall hear the appeal within thirty (30) days after the appeal is filed. The chief of police shall notify the applicant of the decision within ten (10) days after the decision is made. The chief of police may affirm or overrule the patrol division commander's decision. The chief of police's decision shall be final. (Ord. 1743, 7-1-2008)

15-118: ANNUAL RENEWAL APPLICATION:

To continue to participate in the rotation program, each towing operator on the rotation list must file with the patrol division commander a renewal application for the following year. The renewal application must be filed during the annual enrollment period in the year prior to the year for which the renewal is sought. The application must describe any changes regarding the information in the original application. If there are no material changes and if the patrol division commander determines that the towing operator has performed well during the preceding year, the patrol division commander may place the towing operator on the rotation list for the following year. If there are material changes or if the patrol division commander determines that the towing operator has not performed well, the renewal application will be treated as if it were an original application and will be subject to the procedures for reviewing new applications, as set forth in this article and in the rules and specifications. (Ord. 1743, 7-1-2008)

15-119: REMOVAL FROM THE ROTATION LIST:

A. The patrol division commander may remove a towing operator from the rotation list on any of the following grounds:

1. A finding that a towing operator falsified any portion of its application or failed to include required or important information on the application;

2. A finding that the towing operator has failed to comply with or violated any of the terms or conditions of either this article, the towing service agreement or the rules and specifications;

3. A finding that the towing operator has engaged in misconduct or a pattern of behavior, by or through its agents or otherwise, that is either inconsistent with the goals of providing quality service to the community or not in the best interests of the city or its residents.

B. If the towing operator does not agree with the patrol division commander's decision to remove the towing operator from the rotation list, it may file an appeal with the chief of police, following the procedures set forth in section 15-117 of this article. (Ord. 1743, 7-1-2008)

15-120: EXECUTION OF AGREEMENTS:

All towing operators selected to participate in the rotation list shall enter into a towing service agreement with the city. The written agreement shall be in a form approved by the city attorney. (Ord. 1743, 7-1-2008)

15-121: EXCEPTIONS:

Nothing in this article shall prohibit or otherwise restrict owners or operators of a vehicle from selecting and calling a towing vehicle of their own choice. (Ord. 1743, 7-1-2008)

15-122: AUTHORITY FOR CITY TO MAINTAIN ITS OWN TOWING OPERATIONS AND TOWING STORAGE YARD:

Nothing in this article shall be construed to restrict or prohibit the city from conducting its own towing operations or maintaining its own towing storage yard, either in lieu of or in

addition to the towing services provided by and the towing storage yards maintained by any towing operator participating in the rotation list. (Ord. 1743, 7-1-2008)

15-123: VIOLATION; PENALTY:

Any towing operator or officer, official, employee or agent thereof who violates any provision of this article shall be guilty of a misdemeanor. In addition to any other penalties, any towing operator violating any provision of this article shall be subject to removal from the rotation list. (Ord. 1743, 7-1-2008)

ARTICLE IX. MASSAGE BUSINESSES AND

PRACTITIONERS

SECTION:

15-124: Applicability Of Chapter

15-125: Definitions

15-126: Exemptions

15-127: Requirements For Individuals Practicing Massage

15-128: Requirements For Massage Businesses

15-129: Violations

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15-135: No Refund Of Fee

15-136: Inspection By Officials

15-137: Notifications

15-138: Business Location Change

15-139: Sale Or Transfer Of Massage Business Interest

15-124: APPLICABILITY OF CHAPTER:

A. Except as otherwise provided, all of the provisions of this chapter shall be applicable to all massage businesses and all massage practitioners operating within the city of Porterville. This article shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.

B. Any massage business that is legally operating under a city of Porterville business license as of the date of adoption hereof may procure a registration certificate pursuant to this article without having achieved CAMTC certification, so long as that business

continues to operate without change in ownership and in good standing with all applicable provisions of state, federal, and Porterville laws and regulations, and otherwise complies with this article in its entirety. (Ord. 1831, 1-19-2016)

15-125: DEFINITIONS:

As used in this article:

ANCILLARY MASSAGE SERVICES: Those services where less than twenty percent (20%) of the gross floor area of the business is devoted to massage.

CALIFORNIA MASSAGE THERAPY COUNCIL OR CAMTC: The massage therapy organization formed pursuant to chapter 10.5 of division 2 of the Business And Professions Code sections 4600 et seq.

CERTIFIED MASSAGE PRACTITIONER OR THERAPIST: Any individual certified by the California massage therapy council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to chapter 10.5 of division 2 of the California Business And Professions Code sections 4600 et seq.

CITY: The city of Porterville, California.

CITY MANAGER: The city manager of the city of Porterville or designee.

CITY REGISTRATION CERTIFICATE OR REGISTRATION CERTIFICATE OR REGISTRATION: A certificate issued by the city to a massage business to practice massage for compensation pursuant to this article.

CLIENT: The customer or patron who pays for or receives massage services.

COMMUNITY DEVELOPMENT DIRECTOR: The Director of Planning and Engineering of the city of Porterville or designee.

COMPENSATION: The payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

DAY: Calendar day, unless otherwise specifically expressed.

DISQUALIFYING CONDUCT: Any of the following:

A. Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:

1. A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;

2. Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;

3. Any other crime involving dishonesty, fraud, deceit, or moral turpitude;

4. A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections A1 through A3 of this definition;

5. Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;

6. A violation of California Health And Safety Code sections 11054, 11055, 11056, 11057, or 11058; or

7. Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.

B. Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant whose city registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the state of California or any county or city has been suspended or revoked for good cause;

C. Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health And Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or

D. Committing a violation of any provision of this article provided that the applicant received timely notice of the violation.

EMPLOYEE: Any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business.

FINANCE DIRECTOR OR DIRECTOR: The Director of Planning and Engineering of the city of Porterville or designee.

HEARING OFFICER: The administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this article.

MANAGER: The person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day to day operations with corresponding responsibilities. The term "manager" may also include an owner.

MASSAGE BUSINESS OR BUSINESS: Any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities, including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage business under this article. The term "massage business" includes a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this article, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs certified massage practitioners or therapists.

MASSAGE BUSINESS OWNER OR OWNER: Any of the following persons:

A. Any person who is a general partner of a general or limited partnership that owns a massage business.

B. Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business.

C. Any person who is a member of a limited liability company that owns a massage business.

D. Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

MASSAGE OR MASSAGE THERAPY: The skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation. Examples of massage include, but are not limited to, Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology.

RECEPTION AREA: An area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

REGISTRATION CERTIFICATE HOLDER: The applicant named on the application for a registration certificate and all massage business owners.

RENT-SPACE MASSAGE THERAPIST OR RENT-SPACE THERAPIST: A person who practices massage at a massage business but is not an employee of the business.

SOLE PROPRIETORSHIP: Means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

VISITOR: Any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-126: EXEMPTIONS:

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

A. Complete exemption. The requirements of this chapter shall not apply to the following individuals:

1. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

2. Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.

3. Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.

4. Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.

5. Any other business or profession exempt from the provisions of this chapter by state law.

B. Limited Exemption. In addition to any other applicable provisions of this article, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:

1. Massage services must be performed by a certified massage practitioner or therapist;

2. Subsection 15-128 F of this article related to facility requirements as they pertain to the portion of business that is utilized for massage;

3. Subsection 15-128 G of this article related to operational requirements; and

4. Section 15-136 of this article related to inspections.

C. Additional Limited Exemption/Temporary Permit. An individual who is currently not a certified massage practitioner or therapist by CAMTC as defined in Section 15-125 , due to his or her school having closed on or before June 30, 2016, may obtain a license to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business for one six-month period, pending CAMTC certification under its Closed School Policy(ies), provided that all the following requirements are met:

1. Prior to applying for a permit under this section, he or she possesses a valid business license for massage therapy services and was at all times in good standing in another U.S. city's jurisdiction.

2. The individual provides sufficient evidence to and as determined by the City of Porterville that he or she is applying to the CAMTC for certification as a certified massage therapist or practitioner.

3. The individual provides evidence of current membership with the Associated Bodywork & Massage Professionals, including proof of current insurance coverage obtained through that Association.

4. The individual's business location and operations must comply with all other provisions of this Article and Chapter 21 of the Porterville Municipal Code. A Non-CAMTC certified owner of a business where an individual will be engaging in massage therapy services shall continue to be required to comply with all applicable requirements specified in Article IX, including but not limited to 15-128 B.il, even if the massage therapy services qualify as ancillary massage services.

5. If the individual does not receive his or her CAMTC certification within the period specified above, the permit shall expire and the individual will no longer be able to practice massage therapy services in the City. The City may extend the permit for a maximum of one additional six-month period, upon a showing by the individual that CAMTC certification/approval is pending, after which no further extensions shall be granted.

D. Furnish Evidence: Any person claiming an exemption under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including, proof of bona fide employment or, if applicable, a citation to the particular provision of state law upon which that person relies. (Ord. 1831, 1-19-2016; amd. Ord. 1851, 3-5-2019; Ord. XXXX, [date].)

15-127: REQUIREMENTS FOR INDIVIDUALS PRACTICING MASSAGE:

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner or therapist. (Ord. 1831, 1-19-2016)

15-128: REQUIREMENTS FOR MASSAGE BUSINESSES:

A. Requirements: It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:

1. All of the individuals employed by the massage business to perform massage are certified massage practitioners or therapists;

2. The business has a valid city business license under this chapter; and

3. The business has a valid city registration certificate under this article.

B. Application For City Registration Certificate: The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:

1. The legal name, address and telephone number of the massage business.

2. A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.

3. Legal names of all owners of the massage business and the names of all managers.

4. Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.

5. For all owners, a valid and current driver's license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.

6. The form of business under which the massage business will be operating (i.e., corporation, general or limited partnership, limited liability company, or other form).

7. For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business And Professions Code section 4600 et seq., any local, state, or federal law, or the provisions of this article may result in revocation of the business's city registration certificate.

8. The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked,

suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension or denial.

9. The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.

10. For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner, and copy of that person's CAMTC issued identification card.

11. For each owner that is not CAMTC certified, current fingerprints taken by the city of Porterville police department or a certified and approved California live scan fingerprinting center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.

12. The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC issued identification card for each certified massage practitioner.

13. The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.

14. Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.

15. Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.

16. The name of the individual to receive notices on behalf of the business.

17. Any other identification and information necessary to discover the truth of the matters required to be set in the application.

C. Changes To Application Information: Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.

D. Approval Or Denial Of City Registration Certificate And Massage Business Registration Certificate Renewals:

1. Within thirty (30) days following receipt of a completed application, the Director of Planning and Engineering shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:

a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;

b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in "disqualifying conduct" as defined in this article within five (5) years immediately preceding the date of filing of the application;

c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;

d. The applicant or any owner has violated any provision of this article, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;

e. The applicant is less than eighteen (18) years of age;

f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the Director of Planning and Engineering;

g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or

h. The applicant or any owner is indebted to the city for any unpaid fee or fine.

2. If prosecution is pending against the applicant or any owner for either conduct violating this article's provisions or conduct violating Business And Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Porterville city attorney or prosecution attorney.

E. Written Notice Of Denial: Upon determining that grounds for denial exist, the Director of Planning and Engineering shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal pursuant to section 15-131 of this article, and shall be delivered by mail to the applicant as that name and address appear on the application.

F. Facilities Prerequisite To Registration Certificate Issuance: A registration certificate shall not be issued pursuant to this article unless an inspection reveals that the business complies with each of the following minimum requirements of this article and chapter 21 of this code:

1. Facility Requirements:

a. No massage or massage services shall be given in a business, or premises registered pursuant to this article, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one individual with one or no employees or independent contractors.

b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.

c. Minimum lighting consisting of at least one artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.

d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.

e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.

f. Adequate bathing, dressing, locker and toilet facilities shall be provided for clients. A minimum of one tub or shower; one dressing room containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be modified upon approval of the city manager if the services provided or site plan do not necessitate some or all of these facilities.

g. A minimum of one washbasin for employees shall be provided at all times. The basin shall be located within, or as close as practicable, to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.

h. In the reception area, in letters that are a minimum of one inch (1") in height, a notice in English (and any other language that the business chooses) that provides information substantially as follows:

THIS MASSAGE BUSINESS AND THE MASSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE

i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.

j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.

k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use.

l. A massage business shall operate only under the name specified in its city registration certificate.

m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

G. Operating Requirements:

1. Massage may be provided only between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. No massage business shall be open and no massage services shall be provided between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. A massage commenced prior to nine o'clock (9:00) P.M. shall nevertheless terminate at nine o'clock (9:00) P.M., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at nine o'clock (9:00) P.M.

2. The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the CAMTC registration certificate of each and every certified massage practitioner or therapist employed in the business in an open and conspicuous place on the premises. Passport size photographs of the registration certificate holder shall be affixed to the respective registration certificate on display pursuant to this section.

3. For each massage service provided, every massage business shall keep a complete and legible written record of the following information:

a. The date and hour that service was provided;

b. The service received;

c. The name or initials of the employee entering the information; and

d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Porterville police department, or other city officials charged with enforcement of this article. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

4. All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:

a. Attire that is transparent or see through, or substantially exposes the employee's undergarments;

b. Swim attire, if not providing a water-based massage modality accepted by the California massage therapy council;

c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts; d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;

e. Attire worn in a manner that is otherwise deemed by the California massage therapy council to constitute unprofessional attire based on the custom and practice of the profession in California.

5. At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.

6. The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one individual with one or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.

7. During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.

8. Clients and visitors shall only be permitted in the massage business during the hours of operation.

9. Visitors shall only be permitted in the reception area of the massage business.

10. Clients shall only be permitted in massage treatment areas if at least one massage practitioner is on the premises.

11. The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.

12. The owner and manager shall maintain a register of all employees or rent-space massage therapists. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Porterville police department or the city at all reasonable times. The employee register shall include, but not be limited to, the following information:

a. The name, nicknames and/or aliases used by an employee or rent-space massage therapist.

b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.

c. The employee's or rent-space therapist's home address and relevant phone numbers (including, but not limited to, home and cellular numbers).

d. The employee or rent-space therapist's age, date of birth, gender, height, weight, color of hair and eyes.

e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.

f. The duties of each employee.

13. While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.

14. The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the city pursuant to this section, including, but not limited to, the termination of certified massage practitioners or therapists. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.

H. City Registration Certificate: A city registration certificate issued pursuant to the terms of this article shall be valid for a term of one year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-129: VIOLATIONS:

A. In addition to any other remedy available under the law, violations of this article are subject to all applicable remedies within this code, including, but not limited to, section 1-9 of this code and/or the administrative citations and penalties provisions in chapter 1 of this code.

B. Any massage business operated, conducted, or maintained contrary to the provisions of this article shall constitute an unlawful business practice pursuant to Business And Professions Code section 17200 et seq., and the city attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this article, commence an action or actions, proceeding or proceedings in the superior court of Tulare County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including, but not limited to, fines, attorney fees and costs. All remedies provided for in this article are cumulative.

C. It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this article. The city may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinment of that business in any manner provided by law. (Ord. 1831, 1-19-2016)

15-130: CITY REGISTRATION CERTIFICATE SUSPENSION OR REVOCATION:

A. In addition to any other remedy available to the city under this code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:

1. The registration certificate holder and/or agent has violated any provision of this article or the grounds for denial of the registration certificate exist;

2. The registration certificate holder and/or agent is a person who has engaged in "disqualifying conduct" as defined in this article;

3. The registration certificate holder and/or agent has failed to comply with one or more of the facilities and operations requirements of this article;

4. The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;

5. The registration certificate holder and/or agent has continued to operate the massage business after the city registration certificate or registration has been suspended; or

6. The registration certificate holder and/or agent has failed to apply with the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the city pursuant to section 15-128 of this article, including, but not limited to, the termination of certified massage practitioners or therapists; or

7. Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:

a. Does not have a valid CAMTC certification; or

b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct. (Ord. 1831, 1-19-2016)

15-131: DENIAL/APPEALS:

A. Notice of denial, suspension or revocation shall contain a statement of the violation(s) which constitute the basis for the suspension or revocation and information about the right to appeal. Notice of the suspension or revocation shall be given by first class mail to the owner and real property owner at the addresses shown on the registration certificate. Service shall be deemed complete when the notice is mailed by first class mail. The owner shall have ten (10) calendar days from the date the notice is served to appeal to the Director of Planning and Engineering in writing and upon payment of a fee in an amount established by city council resolution. Upon issuance of a notice of suspension or revocation, the registration certificate shall be surrendered and no massage activity may occur while any appeal proceeds.

B. Upon receipt of an appeal, the Director of Planning and Engineering shall appoint a hearing officer. A hearing shall be scheduled upon not less than ten (10) calendar days and not more than thirty (30) days, unless extended by mutual agreement. Notice of the hearing shall be given by first class mail to the owner and real property owner at the address shown on the registration certificate. Service shall be deemed complete when the notice is mailed.

C. The hearing officer's jurisdiction is limited to determining whether evidence exists to provide grounds for the registration certificate denial, suspension or revocation.

D. The city shall provide proof of any violations by a preponderance of the evidence. Formal rules of evidence shall not apply to the hearing.

E. The hearing officer shall:

1. Receive evidence regarding the proposed suspension, revocation or certificate denial.

2. Maintain a record of all evidence introduced.

3. Record the hearing.

4. Consider the nature, volume, severity, and frequency of any violations.

5. Decide whether grounds exist of the suspension or revocation or denial.

6. Issue a written decision within seven (7) days of the hearing that includes the factual and legal basis of the decision and a notice of the appeal rights contained in this article.

F. The hearing officer's decision shall be final upon mailing by first class mail to the owner and real property owner at the address listed on the registration certificate.

G. The hearing officer's decision is subject to review pursuant to California Code Of Civil Procedure section 1094.6. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-132: CONDITIONS OF APPROVAL:

The director or hearing officer may condition any city registration certificate if they find that grounds for denial or revocation of a registration certificate exist. (Ord. 1831, 1-19-2016)

15-133: HEARING FEES:

All hearings held as provided in this article may be subject to a filing fee in an amount established by the city council resolution. (Ord. 1831, 1-19-2016)

15-134: REAPPLICATION AFTER DENIAL OR REVOCATION:

A. An applicant for a city registration certificate under this article whose application for registration has been denied may not reapply for registration for a period of two (2) years from the date of the denial. However, a reapplication prior to the termination of two (2) years may be made if accompanied by evidence that the ground(s) for denial of the application no longer exist. Notwithstanding, if an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial.

B. A registration certificate holder under this article whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of two (2) years from the date of the revocation or denial.

C. If an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial. (Ord. 1831, 1-19-2016)

15-135: NO REFUND OF FEE:

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the city registration certificate has been suspended or revoked, or because the registration certificate holder discontinues an activity for which a city registration certificate is required pursuant to this article. (Ord. 1831, 1-19-2016)

15-136: INSPECTION BY OFFICIALS:

The investigating and enforcing officials, including, but not limited to, the Porterville police department; Tulare County health department; or the city's Director of Planning and Engineering, code enforcement, or building and safety officials, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this article. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

15-137: NOTIFICATIONS:

A massage business shall immediately report to the city's business license department any of the following:

A. Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;

B. Resignations, terminations, or transfers of certified massage practitioners or therapists employed by the registrant's massage business;

C. The occurrence of any event involving the registrant's massage business or the massage practitioners or therapists employed there that constitutes a violation of this article or state or federal law. (Ord. 1831, 1-19-2016)

15-138: BUSINESS LOCATION CHANGE:

Upon a change of location of a massage business, a new application shall be made to the director for a city registration certificate pursuant to the requirements of section 15-128 of this article prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this article and chapter 21 of this code are complied with, and a change of location fee in an amount established by city council resolution to defray the costs of investigation and report has been paid to the city. A new location shall be subject to an inspection under section 15-136 of this article before a new registration will be issued. (Ord. 1831, 1-19-2016)

15-139: SALE OR TRANSFER OF MASSAGE BUSINESS INTEREST:

A sale or transfer of any interest in a massage business, which interest would be reported as required in this article upon application for a city registration certificate, shall be reported to the Director of Planning and Engineering within ten (10) days of the sale or transfer. The Director of Planning and Engineering shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the Director of Planning and Engineering necessitated by each sale or transfer. (Ord. 1831, 1-19-2016; Ord. XXXX, [date].)

SUBJECT: Authorization to Execute an Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans)

SOURCE: Planning and Engineering

COMMENT: The City of Porterville and the California Department of Transportation (Caltrans) jointly operate and maintain traffic signals, roadway lighting, and other electrical facilities located at intersections of State highways and City streets. California law authorizes Caltrans and local agencies to enter into Electrical Facilities Cost Sharing Agreements (EFCSAs) to establish each agency's responsibility for the operation, maintenance, repair, replacement, and utility costs associated with these facilities.

On January 2, 1991, the City Council adopted Resolution No. 1-91, authorizing the City's original EFCSA with Caltrans. That agreement has governed cost-sharing responsibilities for qualifying electrical facilities within the City for more than 35 years.

Caltrans has updated its statewide EFCSA to reflect current administrative practices, standardized agreement language, and updated inventories of electrical facilities. The proposed 2026 agreement supersedes the 1991 agreement for the facilities identified in Exhibit A and establishes the current cost-sharing responsibilities between the City and Caltrans.

Since approval of the original agreement, the traffic signal at Olive Avenue and Cloverleaf Drive has been incorporated into a separate Work for Others (WFO) Agreement with Caltrans. As a result, that location is no longer included in the EFCSA, and the updated agreement reflects the current inventory of eligible facilities.

Approval of the updated agreement does not create any new financial obligation for the City. The City will continue to be responsible for its proportionate share of maintenance and electrical costs as identified in the agreement, consistent with existing budgeted expenditures. Funding is available within the approved Public Works operating budget.

RECOMMENDATION: That the City Council adopt the attached Resolution authorizing the Mayor and City Manager to execute the 2026 Electrical Facilities Cost Sharing Agreement with the California Department of Transportation (Caltrans).

ATTACHMENTS:
1. Draft Resolution
2. Cost Sharing Agreement - Exhibit A
3. Reso 1-91_1-2-1991

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE 2026 ELECTRICAL FACILITIES COST SHARING AGREEMENT (EFCSA) WITH CALTRANS, ESTABLISHING COST-SHARING RESPONSIBILITIES FOR STATE HIGHWAY ELECTRICAL FACILITIES WITHIN THE CITY OF PORTERVILLE

WHEREAS, the California Department of Transportation ("Caltrans") and the City of Porterville ("the City") are authorized, under California Streets and Highways Code Sections 114 and 130, to enter into a cooperative agreement establishing shared responsibility for the costs of traffic signals, lighting, and related electrical facilities; and

WHEREAS, cost sharing of traffic signal and lighting facilities at State Highway intersections is a standard practice throughout California, based on Caltrans policy, and provides an equitable means of distributing costs between the State and local agencies in proportion to their respective roadway responsibilities; and

WHEREAS, the proposed 2026 Electrical Facilities Cost Sharing Agreement (EFCSA) formalizes and amends the City's proportional share of costs consistent with Caltrans statewide policy and aligns with the District Maintenance Agreement (DMA) by confirming that the State will continue to maintain electrical facilities on State Route 190 and State Route 65; and

WHEREAS, the EFCSA defines the responsibilities of both the City and the State regarding the operation, maintenance, repair, and replacement of electrical traffic facilities located at intersections of State Highway Routes and City streets. Covered facilities include, but are not limited to, flashing beacons, traffic signals, traffic signal systems, safety lighting, and sign lighting, as specified in the EFCSA, and attached hereto as Exhibit “A”

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville approves the 2026 Electrical Facilities Cost Sharing and authorizes the Mayor and City Manager to execute the Electrical Facilities Cost Sharing Agreement with Caltrans, thereby establishing cost sharing responsibilities for State Highway electrical facilities within the City of Porterville.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

_____
By: Fernando Gabrial-Moriega, Chief Deputy City Clerk

ELECTRICAL FACILITIES COST SHARING AGREEMENT WITH CITY OF PORTERVILLE

This Electrical Facilities Cost Sharing Agreement ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Porterville ("LOCAL AGENCY"), individually referred to as a "PARTY" and joint as "PARTIES."

RECITALS

1. This AGREEMENT will specify the LOCAL AGENCY's and STATE's respective costs associated with the installation, operation, maintenance, repair and replacement of electrical facilities, including electronically operated traffic control devices on SR(s) 65 and 190 within the jurisdictional limits of the LOCAL AGENCY.

2. The PARTIES executed a prior Electrical Facilities Cost Sharing Agreement covering other areas of SRs 65 and 190. This AGREEMENT supersedes the prior Electrical Facilities Cost Sharing Agreement with regard to Electrical Facilities listed in Exhibit A.

OPERATIVE PROVISIONS

1. **Prior Electrical Facilities Cost Sharing Agreements.** This AGREEMENT supersedes the prior Electrical Facilities Cost Sharing Agreement with regard to Electrical Facilities listed in Exhibit A.

2. **Updates to Exhibits.** Changes to PARTIES' electrical facilities cost sharing arrangement, resulting from future additions, improvements or alterations to the electrical facilities covered in this AGREEMENT may be made by PARTIES attaching amended Exhibit(s) or addendum to the Exhibit(s).

3. **Amendment to Agreement.** Except as provided in the preceding Section concerning Exhibit amendments, the terms of the AGREEMENT can be changed only by a mutual written amendment by PARTIES.

4. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.

5. **Permits** STATE can enter the LOCAL AGENCY jurisdiction to perform any maintenance or work to the facilities covered by this AGREEMENT, without permits from LOCAL AGENCY. When feasible STATE shall provide advance notification by phone call or email to LOCAL AGENCY contact.

6. **Electrical Facilities.** This AGREEMENT specifies the LOCAL AGENCY's and STATE's respective costs associated with the operation, maintenance, repair and replacement of the electrical facilities specifically listed in Exhibit A under two categories one for STATE Owned and Maintained and another for LOCAL AGENCY owned.

7. **Cost Sharing and Apportionment.** Exhibit A lists the percentage of electrical facilities costs apportioned to each PARTY and shall be based on STATE's actual costs.

8. **Reimbursement of Actual Costs.**
   A. STATE shall pay for all the expenses stated in the "Basis for Billing" section below, for all the electrical facilities listed under **STATE Owned and Maintained** table shown in Exhibit A and seek reimbursement from LOCAL AGENCY as per the percentage stated in that table in Exhibit A.

   B. LOCAL AGENCY shall directly spend for all the expenses stated in the "Basis for Billing" section below, for the electrical facilities listed under **LOCAL AGENCY Owned and Maintained** table shown in Exhibit A except Electrical energy costs which shall be paid by STATE directly to the utility company and thereafter STATE shall seek reimbursement from LOCAL AGENCY as per the percentage stated in LOCAL AGENCY Owned and Maintained table in Exhibit A

9. **Costs**

   A. **Basis for Billing**

      a. Total maintenance costs for flashing**-beacons, traffic-signals, and traffic-signal systems** shall be based on actual costs, including but not limited to the following:

         i. The costs of repairs and replacement of the devices
         ii. The costs of regular inspection and maintenance
         iii. Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
         iv. Electrical energy

b. Total maintenance costs for **safety-lighting and sign-lighting** shall be based on calculated unit-costs derived by averaging STATE's

District-wide costs each quarter including but not limited to the following:

i. The costs of repairs and replacement of the devices
ii. The costs of regular inspection and maintenance
iii. Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
iv. Electrical energy

B. STATE will bill LOCAL AGENCY quarterly, in arrears, for LOCAL AGENCY's share of electrical facilities costs listed in Exhibit "A."

10. **Budget Contingency.** STATE's obligation under this AGREEMENT is contingent upon the Legislature appropriating sufficient funds under the Budget Act, and the encumbrance of funding to the STATE's District Office.

11. **Legal Relations and Responsibilities.**

A. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to the AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

B. **Indemnification.** Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this AGREEMENT. STATE, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, under or in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY arising under this AGREEMENT. LOCAL AGENCY, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless

STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

12. **Termination.** This AGREEMENT may be terminated by a formal agreement.

13. **Effective Date.** This AGREEMENT shall become effective on the last date each PARTY's authorized representative has executed this AGREEMENT.

14. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

THE LOCAL AGENCY OF PORTERVILLE

Dated: _____

Mayor
Greg Meister

INITIATED AND APPROVED:

Dated: _____

LOCAL AGENCY
Manager
Richard Tree

Dated:

APPROVED AS TO FORM AND PROCEDURE

Dated: _____

LOCAL AGENCY
Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____

Jason Miao, Acting
Deputy District Director,
District 6, Maintenance
and Operations

EXHIBIT A

TRAFFIC SIGNAL AND LIGHTING AGREEMENT EFCSA Caltrans and City of Porterville (5122) Effective 7/1/2026 BASIS OF COST DISTRIBUTION
Electrical Facilities, State-Owned, Maintained and Billed by the State

State Route	Service PM	Asset ID	Billing Code	Location Description	Billing Units	Distribution	
						State %	Local %
"L" LIGHTS							
SR065							
SR065	21.280	06TUL065 -021810	1-150W(LED)	SR065 & Linda Vista Ave	0.4	50%	50%
SR065	21.280	06TUL065 -021820	1-150W(LED)	SR065 & Linda Vista Ave	0.4	50%	50%
SR065	21.280	06TUL065 -021830	1-107W(LED)	SR065 & Linda Vista Ave	0.3	50%	50%
SR065	21.280	06TUL065 -021840	1-150W(LED)	SR065 & Linda Vista Ave	0.4	50%	50%
SR190							
SR190	16.920	06TUL190 -016950	1-87W(LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016970	1-107W(LED)	SR190 & S. Plano St/Rd 252	0.3	50%	25%
SR190	18.330	06TUL190 -018400	1-137W(LED)	SR190 & Blue Heron Pkwy	0.3	75%	25%
SR190	18.330	06TUL190 -018450	1-137W(LED)	SR190 & Blue Heron Pkwy	0.3	75%	25%
SR190	18.330	06TUL190 -018480	1-137W(LED)	SR190 & Blue Heron Pkwy	0.3	75%	25%
"B" SOFFITS							
SR065							
SR065	19.150	06TUL065 -019155	1-70W(HPS)	SR065 & Olive SB	0.8	50%	50%
SR065	19.150	06TUL065 -019160	1-70W(HPS)	SR065 & Olive SB	0.8	50%	50%
SR065	19.150	06TUL065 -019175	1-70W(HPS)	SR065 & Olive SB	0.8	50%	50%
SR065	19.150	06TUL065 -019180	1-70W(HPS)	SR065 & Olive SB	0.8	50%	50%
SR065	19.640	06TUL065 -019643	1-70W(HPS)	SR065 @ Morton & Porter	0.8	0%	100%
SR065	19.640	06TUL065 -019644	1-70W(HPS)	SR065 @ Morton & Porter	0.8	0%	100%
SR065	19.640	06TUL065 -019653	1-70W(HPS)	SR065 @ Morton & Porter	0.8	0%	100%
SR065	19.640	06TUL065 -019654	1-70W(HPS)	SR065 @ Morton & Porter	0.8	0%	100%
SR065	20.141	06TUL065 -020145	1-70W(HPS)	SR065 & Henderson	0.8	50%	50%
SR065	20.141	06TUL065 -020146	1-70W(HPS)	SR065 & Henderson	0.8	50%	50%
SR065	20.141	06TUL065 -020147	1-70W(HPS)	SR065 & Henderson	0.8	50%	50%
SR065	20.141	06TUL065 -020148	1-70W(HPS)	SR065 & Henderson	0.8	50%	50%
"E" LIGHTS							
SR065							
SR065	16.102	06TUL065 -016095	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	16.102	06TUL065 -016097	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	16.102	06TUL065 -016098	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	16.102	06TUL065 -016101	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	16.102	06TUL065 -016102	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	16.102	06TUL065 -016104	1-87W(LED)	SR065 Ave. & Tea Pot Dome/Ave 128	0.2	50%	50%
SR065	17.120	06TUL065 -017121	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%
SR065	17.120	06TUL065 -017123	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%
SR065	17.120	06TUL065 -017124	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%
SR065	17.120	06TUL065 -017125	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%
SR065	17.120	06TUL065 -017126	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%
SR065	17.120	06TUL065 -017128	1-87W(LED)	SR065 & Scranton/Avenue 136	0.2	50%	50%

State Route	Service PM	Asset ID	Billing Code	Location Description	Billing Units	Distribution	
						State %	Local %
SR065	19.150	06TUL065 -019151	1-150W(LED)	SR065 & Olive W.	0.4	50%	50%
SR065	19.150	06TUL065 -019157	1-150W(LED)	SR065 & Olive W.	0.4	50%	50%
SR065	19.150	06TUL065 -019171	1-150W(LED)	SR065 & Olive W.	0.4	50%	50%
SR065	19.150	06TUL065 -019173	1-150W(LED)	SR065 & Olive W.	0.4	50%	50%
SR065	19.150	06TUL065 -019162	1-150W(LED)	SR065 & Olive E.	0.4	50%	50%
SR065	19.150	06TUL065 -019164	1-150W(LED)	SR065 & Olive E.	0.4	50%	50%
SR065	19.150	06TUL065 -019188	1-150W(LED)	SR065 & Olive E.	0.4	50%	50%
SR065	20.141	06TUL065 -020142	1-150W(LED)	SR065 & Henderson W.	0.4	50%	50%
SR065	20.141	06TUL065 -020144	1-150W(LED)	SR065 & Henderson W.	0.4	50%	50%
SR065	20.141	06TUL065 -020154	1-150W(LED)	SR065 & Henderson W.	0.4	50%	50%
SR065	20.141	06TUL065 -020156	1-150W(LED)	SR065 & Henderson W.	0.4	50%	50%
SR065	20.142	06TUL065 -020141	1-150W(LED)	SR065 & Henderson E.	0.4	50%	50%
SR065	20.142	06TUL065 -020143	1-150W(LED)	SR065 & Henderson E.	0.4	50%	50%
SR065	20.142	06TUL065 -020151	1-150W(LED)	SR065 & Henderson E.	0.4	50%	50%
SR065	20.142	06TUL065 -020155	1-150W(LED)	SR065 & Henderson E.	0.4	50%	50%
SR065	21.380	06TUL065 -021380	1-150W(LED)	SR065 & N. Grand Ave.	0.4	50%	50%
SR065	21.380	06TUL065 -021391	1-150W(LED)	SR065 & N. Grand Ave.	0.4	50%	50%
SR065	21.380	06TUL065 -021400	1-150W(LED)	SR065 & N. Grand Ave.	0.4	50%	50%
SR065	21.380	06TUL065 -021411	1-150W(LED)	SR065 & N. Grand Ave.	0.4	50%	50%
SR190							
SR190	15.950	06TUL190 -015950	1-150W(LED)	SR190 & Jaye	0.4	50%	50%
SR190	15.950	06TUL190 -015960	1-87W (LED)	SR190 & Jaye	0.2	50%	50%
SR190	15.950	06TUL190 -015970	1-150W(LED)	SR190 & Jaye	0.4	50%	50%
SR190	15.950	06TUL190 -015980	1-150W(LED)	SR190 & Jaye	0.4	50%	50%
SR190	16.920	06TUL190 -016880	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016890	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016900	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016920	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016930	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SR190	16.920	06TUL190 -016950	1-87W (LED)	SR190 & S. Plano St/Rd 252	0.2	50%	25%
SIGNALS							
SR 65							
SR065	16.120	06TUL065 -E4673	"P"	SR065 Ave. & Tea Pot Dome/Ave 128	E4673	50%	50%
SR065	17.120	06TUL065 -E4680	"P"	SR065 & Scranton/Avenue 136	E4680	50%	50%
SR065	19.150	06TUL065 -E4644	"P"	SR065 & Olive W.	E4644	50%	50%
SR065	19.150	06TUL065 -E4645	"P"	SR065 & Olive E.	E4645	50%	50%
SR065	20.141	06TUL065 -E4652	"P"	SR065 & Henderson W.	E4653	50%	50%
SR065	20.142	06TUL065 -E4653	"P"	SR065 & Henderson E.	E4652	50%	50%
SR065	21.380	06TUL065 -E4659	"P"	SR065 & Grand Ave	E4659	50%	50%
SR 190							
SR190	15.950	06TUL190 -E4647	"P"	SR190 & Jaye St.	E4647	50%	50%
SR190	16.920	06TUL190 -E4648	"P"	SR190 & Plano St./ Rd 252	E4648	50%	50%

RESOLUTION NO. 1-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING A NEW MASTER AGREEMENT FOR STATE HIGHWAY ELECTRICAL FACILITIES LOCATED WITHIN THE CITY OF PORTERVILLE

WHEREAS, the City of Porterville is required by law to share in the electrical and maintenance costs of State of California Highway Electrical Facilities located within the City; and

WHEREAS, it is in the best interest of the City to combine the existing Master Agreement and subsequent amendments thereto into one comprehensive document;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville that the existing Master Agreement and amendments thereto for sharing costs of State Highway Electrical Facilities within the City with the City shall be superseded by the new Master Agreement as prepared and submitted by the Stated of California Department of Transportation, and attached hereto as Exhibit "A".

BE IT FURTHE RESOLVED that the Mayor is hereby authorized and empowered to execute said Master Agreement in the name of the City of Porterville.

Passed, approved, and adopted this 2nd day of January, 1991.

Theodore G. Ensslin, Mayor

ATTEST:

C. G. Huffaker, City Clerk

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH THE CITY OF PORTERVILLE

THIS AGREEMENT, made and executed this _____ day of _____, 19__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE" and the City of Porterville, hereinafter referred to as the "CITY".

W I T N E S S E T H

AGREEMENT:

This Agreement shall supersede any previous AGREEMENT and/or AMENDMENTS thereto for sharing STATE incurred cost in the CITY with the CITY.

ELECTRICAL:

Electrical facilities include flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting on the STATE Highway System.

It is agreed that monthly billings for safety lighting and sign lighting shall be based on calculated unit costs derived by averaging District-wide costs each month. Costs are as follows:

- o Maintenance
  - -Labor including overhead assessment
  - -Other expenses
    - .Equipment
    - .Materials
    - .Miscellaneous expenses
- o Electrical energy

It is agreed that monthly billings for utility-owned and maintained lighting will be based on calculated unit costs derived from utility company billings.

TERM OF AGREEMENT:

This agreement shall become effective July 1, 1990 and shall remain in full force and effect until amended or terminated.

Exhibit A will be amended as necessary by written concurrence of both parties to reflect changes to the system.

The Agreement as above may be amended at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days notice to the other party.

CITY OF PORTERVILLE

EXHIBIT "A"

Effective July 1, 1990

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE COST DISTRIBUTION

ROUTE (PM)	LOCATION/ INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER/ UNITS	DISTRIBUTION STATE - CITY	
		LIGHTS			
65 (19.12)	Olive Ave at Cloverleaf	2-150W(HPS)	2.0	0%	100%
65 (19.15)	Olive Ave. at NB ramps Fwy. 65	2-150W(HPS)	1.0	100%	0%
		7-150W(HPS)	3.5	50%	50%
		4--70W(HPS)	2.0	50%	50%
65 (19.37)	Fwy. 65 N of Olive Ave.	3-310W(HPS)	3.0	100%	0%
65 (19.64)	Morton St. at Fwy. 65	1-200W(HPS)	0.5	0%	100%
		4--70W(HPS)	2.0	0%	100%
65 (19.89)	Fwy. 65 at Grand Ave.	1-310W(HPS)	3.0	100%	0%
65 (19.96)	Fwy. 65 S of Henderson	1-700W(HPS)	1.5	100%	0%
		2-310W(HPS)	3.0	100%	0%
65 (20.14)	Fwy. 65 at NB ramps Henderson Ave.	7-200W(HPS)	3.5	50%	50%
		4--70W(HPS)	2.0	50%	50%
65 (20.35)	Fwy. 65 N of Henderson	3-310W(HPS)	3.0	100%	0%
190 (15.95)	Rte. 190 at Jaye St.	8-150W(HPS)	4.0	50%	50%
190 (16.41)	Rte. 190 at Main St.	1-150W(HPS)	0.5	33%	67%
190 (16.44)	Rte. 190 at Main St.	3-200W(HPS)	1.5	100%	0%

CITY OF PORTERVILLE

EXHIBIT "A"

Effective July 1, 1990

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE COST DISTRIBUTION

ROUTE (PM)	LOCATION/ INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER/ UNITS	DISTRIBUTION STATE - CITY	
190 (16.92)	Rte. 190 at Plano St.	9-150W(HPS)	4.5	50%	*25%
190 (16.90	Rte. 190 E of Plano St.	1-200W(HPS)	0.5	100%	0%
190 (18.33)	Rte. 190 at Hospital Rd.	3-200W(HPS)	1.5	100%	0%
		SIGNALS			
65 (19.12)	Olive Ave. at Cloverleaf	"P"	E4646	100%	0%
65 (19.15)	Olive Ave. at ramps Fwy. 65	"P"	E4644	50%	50%
		"P"	E4645	50%	50%
190 (15.95)	Rte. 190 at Jaye St.	"P"	E4647	50%	50%
190 (16.92)	Rte. 190 at Plano St.	"P"	E4648	50%	*25%

* Remaining 25% paid by Tulare County

The cost of maintaining flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any STATE Highway Route and any CITY street/road shall shared as shown in Exhibit A.

BASIS FOR BILLING:

It is agreed that monthly billings for flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs which are as follows:

- o Maintenance
  - -Labor including overhead expenses
  - -Other expenses
    - .Equipment
    - .Materials.
    - .Miscellaneous expenses
- o Electrical energy

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PORTERVILLE

By Theodore H Ensslen

City Clerk

Approved as to form and
procedure July 1, 1987:

STANDARD FORM APPROVED
NO SIGNATURE REQUIRED

Attorney
Department of Transportation

City Attorney

By

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ROBERT K. BEST
Director of Transportation

By
District Director

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 2nd day of January, 1991.

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

COUNCIL:	AYES:	Pruitt, Lok, Leavitt, Gifford, Ensslin
COUNCIL:	NOES:	None
COUNCIL:	ABSENT:	None
COUNCIL:	ABSTAIN:	None

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

SUBJECT: Authorization to Execute Temporary Construction Easement for Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2

SOURCE: Planning and Engineering

COMMENT: The Friant Water Authority (FWA) is constructing the Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2, a regional water infrastructure project designed to improve the capacity and reliability of the Friant-Kern Canal. A portion of the project is located adjacent to City-owned property at the corner of Avenue 128 and Road 216 (APN 302-100-021), which currently functions as a stormwater basin.

To support construction of the project, FWA has requested a Temporary Construction Easement (TCE) over a portion of the City's property together with the right to remove suitable soil, aggregate, and other earthen material for use in the project. In consideration for these rights, FWA has proposed a flat payment of $500,000 to the City, regardless of the volume of material extracted.

The proposed Letter of Intent establishes the principal business terms under which the parties will negotiate a formal Temporary Construction Easement Agreement. The Letter of Intent does not grant easement rights or authorize construction activities. Rather, it provides the framework for preparation of the final agreement, which will incorporate the negotiated business and legal terms.

The proposed Letter of Intent includes several provisions to protect the City's interests, including:

- City review and approval of extraction and grading plans before work begins;
- Continued operation of the stormwater basin throughout construction;
- Restoration of the basin in accordance with a City-approved final grading plan;
- Deep ripping of the basin to restore infiltration capacity;
- FWA responsibility for obtaining all required permits and regulatory approvals;

- Indemnification of the City; and
- Insurance naming the City as an additional insured.

The proposed arrangement allows the City to support an important regional water infrastructure project while generating revenue for the City and ensuring that the stormwater basin is restored to its intended operational condition upon completion of construction. Upon approval of the Letter of Intent, staff will prepare the Temporary Construction Easement Agreement incorporating these terms for execution by the City Engineer.

RECOMMENDATION: That the City Council:
1. Accept the Letter of Intent establishing the principal terms for a Temporary Construction Easement with the Friant Water Authority for the Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2; and
2. Authorize the City Engineer to negotiate and execute the Temporary Construction Easement Agreement and related documents, subject to final approval as to form by the City Attorney.

ATTACHMENTS: 1. Letter of Intent

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

July 16, 2026

Daniel Cervantez
Sarah Weaver
City of Porterville
291 North Main Street
Porterville, Ca. 93257

Via e-mail: dcervantez@ci.porterville.ca.us
sweaver@ci.porterville.ca.us

Re: Letter of Intent for Temporary Construction Easement
Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2

Dear Sarah and Daniel,

This Letter of Intent ("LOI") is submitted on behalf of the Friant Water Authority ("FWA"), a California Joint Powers Authority, to set forth the mutual understanding of FWA and the City of Porterville, a California municipal corporation ("City"), regarding the proposed grant of a Temporary Construction Easement ("TCE") in connection with the Friant-Kern Canal Middle Reach Capacity Correction Project, Phase 2 Parallel Canal ("Project") described below. The parties intend this LOI to serve as a framework for negotiating and executing a formal Temporary Construction Easement Agreement (the "Agreement").

1. Purpose

The City owns certain real property located at the corner of Avenue 128 and Road 216, near the Friant-Kern Canal (FKC), designated APN No.302-100-021-000, that currently functions as a storm water basin (the "Property"). FWA is undertaking temporary construction activities related to the FKC near the Property and requires a temporary easement over a portion of the Property, together with purchase and removal of soil, aggregate, and other suitable material from the Property. The parties wish to memorialize the principal terms on which they propose to proceed.

2. Proposed Principal Terms of the TCE Agreement

The parties anticipate that the TCE Agreement will include the following terms:

a. Easement Area. A temporary, non-exclusive easement over, under, and across that portion of the Property shown in Preliminary Exhibit A hereto, and will be more precisely described in the in the TCE Agreement and depicted on exhibits approved by both parties

b. Permitted Uses. The TCE will authorize FWA and its contractors, agents, and representatives to use the Easement Area as a work area in connection with construction of the Project, including the right of ingress and egress, parking of vehicles, excavation and removal of earthen materials for the needs of the Project, grading, and all other activities reasonably incidental to construction of the Project. The Agency shall also have the right to trim, cut, fell, and remove from the Easement Area all vines, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the Property as reasonably necessary for construction of the Project. All activities within the Easement Area shall be conducted in a manner that allows

the storm water basin to remain operational throughout the term of the TCE Agreement, as further provided in Section 2.d.

c. Extraction and Grading Plans. Prior to commencing extraction activities, FWA shall prepare and submit extraction and grading plans for review and approval by the City. No material extraction activities shall commence until the City has approved such plans. Any material modifications to approved plans shall require City review and approval.

d. Stormwater Basin Operations. FWA shall conduct all extraction, hauling, grading, and related construction activities in a manner that allows the stormwater basin to remain operational and capable of performing its intended stormwater management functions throughout the term of the TCE Agreement. FWA shall coordinate construction activities with the City to avoid unnecessary disruption and maintain public safety.

e. Final Grading and Restoration. Upon completion of material extraction activities, FWA shall restore and grade the Easement Area in accordance with a final grading plan approved by both parties. The plan shall provide for the contractor to restore all disturbed areas to their original pre-construction use. To remediate soil compaction created by heavy equipment, machinery, and material storage, and to ensure the basin maintains its required percolation rage, the Contractor shall deep rip the basin in order to restore the basin to its operating condition prior to this project.

f. Term. Four (4) years commencing on the effective date of the TCE Agreement, subject to extension or earlier termination by mutual written agreement of the parties.

g. Material Suitability Evaluation. Prior to execution of the TCE Agreement, FWA shall have the right to enter the Property, upon reasonable notice to the City and subject to conditions reasonably imposed by the City, to conduct geotechnical investigations, sampling, testing, and other evaluations necessary to determine the suitability and sufficiency of materials within the Property for use in the Project. Execution of the TCE Agreement is contingent upon FWA's determination, in its reasonable discretion, that sufficient quantities of suitable material are available. If FWA determines that the material is unsuitable or insufficient, it may elect not to proceed by providing written notice to the City, whereupon neither party shall have any further obligation to enter into the TCE Agreement.

h. Consideration. FWA shall compensate the City for the easement rights and material extraction in the amount of Five Hundred Thousand Dollars ($500,000), payable as a flat fee regardless of the volume of material extracted. The final payment terms shall be established in the TCE Agreement

i. Permits and Regulatory Compliance. FWA shall be solely responsible for obtaining and maintaining all permits, approvals, authorizations, and environmental clearances required for the Project, including all permits necessary for material extraction, transportation, grading, and related activities, and shall comply with all applicable federal, state, regional, and local laws, regulations, and permit conditions.

j. Indemnification. To the fullest extent permitted by law, FWA shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, damages, liabilities, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the acts, omissions, operations, or activities of FWA, its contractors, subcontractors, employees, or agents in connection with the Project or use of the Property, except to the extent caused by the sole negligence or willful misconduct of the City

k. Insurance. Prior to commencement of any work on the Property, FWA shall provide the City

DRAFT

with certificates of insurance and endorsements evidencing that FWA or its construction contractor maintains insurance coverage reasonably acceptable to the City, including coverage for commercial general liability, automobile liability, and workers' compensation. The City shall be named as an additional insured on all applicable policies to the extent customary and permitted by law.

l. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of California

3. Governing Body Approval; Good Faith Negotiations

This LOI does not bind either party to execute the TCE Agreement or consummate the TCE. The TCE Agreement will not become effective until each party has obtained the required authorization(s) from its governing body or other authorized officer. Each party nonetheless commits to negotiate the terms of the Agreement diligently and in good faith, consistent with the principal terms in Section 2.

4. Costs and Expenses

Each party shall bear its own costs and expenses incurred in connection with this LOI and the negotiation and preparation of the TCE Agreement, including attorneys' fees, unless the parties otherwise agree in writing. Survey and appraisal costs, if any, shall be borne by FWA.

We look forward to working collaboratively with the City to finalize the TCE Agreement. Please indicate the City's agreement with the terms set forth herein by signing in the space provided below and returning a countersigned copy to the undersigned.

Sincerely,

_____
Johnny Amaral
Chief Executive Officer
FRIANT WATER AUTHORITY

ACCEPTED AND AGREED:

CITY OF PORTERVILLE

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

SUBJECT: Authorization to Execute a Work for Others (WFO) Agreement with the California Department of Transportation (Caltrans) for the Intersection of Olive Avenue, Porter Road, and Cloverleaf Street

SOURCE: Planning and Engineering

COMMENT: The City of Porterville and the California Department of Transportation (Caltrans) have mutually agreed to transfer the day-to-day operation, maintenance, and repair of the traffic signal and safety lighting at the intersection of Olive Avenue, Porter Road, and Cloverleaf Street to Caltrans under a separate Work for Others (WFO) Agreement. The agreement recognizes the unique operational relationship between this intersection and the adjacent State Route 65 interchange while allowing Caltrans to directly maintain facilities that are closely integrated with the State highway system.

Although the City owns the traffic signal and associated safety lighting at this intersection, the facilities operate in conjunction with the State Route 65 interchange. Because of this close operational relationship, both Caltrans and City staff have determined that traffic operations, regional signal coordination, and long-term system reliability will be improved by having Caltrans perform the maintenance and operational responsibilities.

As part of the updated 2026 Electrical Facilities Cost Sharing Agreement (EFCSA), this intersection has been removed from the City's broader electrical facilities portfolio and will instead be maintained under this separate Work for Others (WFO) Agreement. Establishing a stand-alone agreement allows the maintenance responsibilities for this unique location to be administered independently from the City's remaining electrical facilities.

Under the WFO Agreement, Caltrans will perform routine maintenance, emergency repairs, signal timing adjustments, inspections, and other operational activities using specialized personnel experienced in maintaining signal systems associated with the State highway network. This approach is expected to improve operational efficiency, enhance regional signal coordination, and reduce the maintenance workload placed on City field staff.

The agreement does not create a new financial obligation. The City currently

funds one hundred percent of the maintenance and utility costs associated with this intersection. Under the WFO Agreement, the City will continue to pay these costs; however, Caltrans will perform the maintenance and invoice the City for actual costs incurred. Funding is available within the adopted Fiscal Year 2026-2027 Public Works Operating Budget utilizing Gas Tax and Local Transportation Funds.

RECOMMENDATION: That the City Council adopt the attached Resolution authorizing the Mayor and City Manager to execute the Work for Others (WFO) Agreement with the California Department of Transportation (Caltrans) for the operation, maintenance, and repair of the traffic signal and safety lighting at the intersection of Olive Avenue, Porter Road, and Cloverleaf Street, subject to final approval as to form by the City Attorney.

ATTACHMENTS:
1. Draft Resolution
2. WFO Agreement

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE WORK FOR OTHERS (WFO) AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the City of Porterville ("City") owns and operates the traffic signal and lights at the intersection of Olive Avenue, Porter Road, and Cloverleaf Street; and

WHEREAS, Caltrans and the City have mutually agreed that Caltrans will undertake the operations, maintenance, and repair of said facilities; and

WHEREAS, Caltrans and the City have mutually determined that it is in the best interest of traffic operations and system coordination for Caltrans to undertake the operations, maintenance, and repair of said intersection facilities; and

WHEREAS, the Parties desire to enter into a Work for Others (WFO) Maintenance Agreement under which Caltrans will perform the aforementioned work, and the City will reimburse Caltrans for actual costs incurred; and

WHEREAS, execution of this agreement requires the adoption of a resolution by the City Council authorizing the execution of said Agreement on behalf of the City

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville approves the Work for Others (WFO) Agreement between the City of Porterville and the State of California, acting by and through its Department of Transportation (Caltrans), and authorizes the Mayor and City Manager to execute the WFO Agreement on behalf of the City of Porterville.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

_____
By: Fernando Gabrial-Moriega, Chief Deputy City Clerk

WORK FOR OTHERS AGREEMENT
WITH CITY OF PORTERVILLE

THIS AGREEMENT is made effective this _____ day of _____, 2026, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the

- City of Porterville, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as "LOCAL AGENCY"; each referred to as a "PARTY" and collectively as "PARTIES."

RECITALS

1. WHEREAS, PARTIES have agreed that STATE will, pursuant to Section 131 of the Streets and Highways Code maintain signals and lightings, hereinafter referred to as "LOCAL FACILITY" as shown on Exhibit A, a copy of which is attached hereto and made a part of this AGREEMENT; and

2. WHEREAS, STATE has agreed to maintenance work as described in Exhibit A of this AGREEMENT hereinafter referred to as "MAINTENANCE"; and

3. WHEREAS, LOCAL AGENCY has agreed to reimburse STATE for the actual cost of said MAINTENANCE; and

4. WHEREAS, STATE has qualified personnel available to perform said MAINTENANCE; and

5. WHEREAS, the purpose of this AGREEMENT is to enhance traffic signal coordinate through the State Route 65/Olive Avenue interchange; and

6. WHEREAS, STATE and LOCAL AGENCY will mutually benefit from said maintenance by enhancing the safety of the traveling public; and

7. WHEREAS, LOCAL AGENCY and STATE do mutually desire to cooperate and to specify herein the conditions and the terms under which said MAINTENANCE is to be done.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

OPERATIVE PROVISIONS

LOCAL AGENCY and STATE agree as follows:

1. **MAINTANENCE STANDARDS.**

1.1. The degree and extent of MAINTENANCE to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code.

1.2. MAINTENANCE will be provided in a manner conforming to STATE's standard practices and procedures using only available STATE resources, and STATE may reschedule MAINTENANCE of LOCAL FACILITY to respond to required STATE resource allocations elsewhere.

2. **AMENDMENT TO AGREEMENT.** The terms of this AGREEMENT may only be amended by a formal written amendment executed by both PARTIES.

3. **WORKLOAD.** MAINTENANCE will be done as the workload of STATE's forces permit, and if said workload becomes too great, this AGREEMENT may be terminated upon thirty (30) calendar-days prior written notice to LOCAL AGENCY from STATE.

4. **LEGAL RELATIONS AND RESPONSIBILITIES.**

4.1. **THIRD PARTIES.** Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of a PARTY to this AGREEMENT by imposing any standard of care with respect to the operation and MAINTENANCE of STATE highways and local facilities different from the standard of care imposed by law.

4.2. **INDEMNIFICATION.**

4.2.1. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

4.2.2. LOCAL AGENCY will defend, indemnify and save harmless the STATE, its officers, agents and employees from all claims, suits or actions of every name, type or description brought as a result of or arising out of the STATE's

performance of MAINTENANCE under this Agreement except those caused by the sole negligence or willful misconduct of the STATE, its officers, agents or employees.

5. INSURANCE. LOCAL AGENCY and its contractors shall maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence, $2 million in aggregate and $5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

6. **FUNDING**. No STATE funds are obligated, or resources committed under this AGREEMENT except as may be expressly authorized each STATE fiscal year (July 1 to June 30) in that year's annual State Budget Act. STATE's obligations hereunder are subject to immediate suspension or termination should STATE funding or authorization to perform these services is terminated or restricted.

7. **COST.**

7.1. LOCAL AGENCY will pay the cost of all MAINTENANCE.

7.2. Total maintenance costs for traffic-signals, and traffic-signal systems shall be based on actual costs, including but not limited to the following:

7.2.1. The costs of repairs and replacement of the devices
7.2.2. The costs of regular inspection and maintenance
7.2.3. Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses.
7.2.4. Electrical energy

7.3. Total maintenance costs for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's.

District-wide costs each quarter including but not limited to the following:

7.3.1. The costs of repairs and replacement of the devices
7.3.2. The costs of regular inspection and maintenance
7.3.3. Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses.

7.3.4. Electrical energy

8. **INVOICING.** STATE will bill LOCAL AGENCY quarterly, in arrears, for LOCAL AGENCY's share of electrical facilities costs listed in Exhibit "A."

9. **PAYMENT**. If no disputes arise regarding the contents of an invoice, LOCAL AGENCY will pay invoices within thirty (30) working days of receipt of invoice. Disputes regarding invoices shall be resolved in accordance with the dispute resolution provisions set forth in Section 19.6 of the TFA.

10. **FINAL ACCOUNTING.** STATE will furnish LOCAL AGENCY a final accounting of all costs with a detailed statement of MAINTENANCE, fees, and other related expenses. After completion of the final accounting, STATE will refund or invoice LOCAL AGENCY as necessary in order to satisfy the financial commitment of this AGREEMENT.

11. **TERMINATION.** This AGREEMENT may be terminated by timely mutual written consent by PARTIES. Notwithstanding the previous sentence, STATE may terminate this AGREEMENT in its entirety, for any reason, by providing thirty (30) calendar-days prior written notice to LOCAL AGENCY.

12. **TERM OF AGREEMENT.** This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended upon mutual consent of the PARTIES or until terminated, whichever is earlier.

13. **COUNTERPARTS.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

14. **ELECTRONIC SIGNATURES.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

15. **SEVERABILITY.** If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

PARTIES are empowered to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective

agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE LOCAL AGENCY

By: _____
Mayor
Greg Meister

Initiated and Approved

By: _____
City Manager
Richard Tree

By: _____
LOCAL AGENCY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By: _____
Deputy District Director
Maintenance District

As to Form and Procedure:

By: _____
Attorney
Department of Transportation

Exhibit A

Work For Others Agreement
Traffic Signals and Lighting
Caltrans and City of Porterville
Effective July 1, 2026

BASIS OF COST ALLOCATION
CITY-Owned and State Maintained
Billed by the State

Route and PM	**Location**	**Type of Facility**	**Cost Distribution (Percentage)**	
			State	**CITY**
SR 65, PM 19.14	Olive Ave, Porter Rd, and Cloverleaf St intersection	Signals	0	100%
SR 65, PM 19.14	Olive Ave, Porter Rd, and Cloverleaf St intersection	2-Lights	0	100%

SUBJECT: Approval of Assignment of Airport Hangar Lease – Lot 30 A-1, A-2, and A-3

SOURCE: Transportation

COMMENT: The City has received a request to approve the assignment of the ground lease for Airport Hangar Lot 30 A-1, A-2, and A-3 at the Porterville Municipal Airport. The current leaseholders, Matt Quatacker, Mike Quatacker, and Debbie Quatacker, sold the privately owned hangars located on the leased premises to Royal Helicopter Services, LLC, managed by Jacob Barber, on June 2, 2026.

Under the terms of the Airport Lease Agreement, ownership of the hangar improvements does not automatically transfer the associated leasehold interest. Accordingly, Royal Helicopter Services, LLC submitted a written request to assume the existing lease and provided supporting documentation, including the Bill of Sale documenting the transfer of the hangars. City Council approval is required before the lease assignment may become effective.

The attached Assignment of Lease and Lessor's Consent to Assignment of Lease Agreement have been prepared to transfer all rights and obligations under the existing lease while preserving all existing lease terms and conditions through January 31, 2037. Future assignments will continue to require prior written approval by the City. The hangars will continue to be utilized for the parking and storage of aircraft consistent with the existing lease.

Approval of the assignment will not modify the existing lease term, rental rate, or permitted use of the property and will not have a fiscal impact on the City.

RECOMMENDATION: That the City Council:
1. Approve the Assignment of Lease for Airport Hangar Lot 30 A-1, A-2, and A-3 from Matt Quatacker, Mike Quatacker, and Debbie Quatacker to Royal Helicopter Services, LLC; and
2. Authorize the Mayor to execute the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Assignment of Lease – Lot 30 A-1, A-2, A-3
2. Bill of Sale
3. Lessor's Consent to Assignment of Lease Agreement
4. Letter Requesting Assignment of Lease
5. Locator Map – Lot 30 A-1, A-2, A-3

Appropriated/Funded:

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT

THIS AGREEMENT, made this 21st day of July, 2026 by and between Matt Quatacker, Mike Quatacker and Debbie Quatacker, [redacted] owner of a hangar on Lot 30 A1- A3 at the Porterville Municipal Airport, as the Assignor, and Royal Helicopter Services, LLC, [redacted], as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 2, 2026, Assignor hereby assign, transfer and convey to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated February 1, 2022 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Matt Quatacker, Mike Quatacker and Debbie Quatacker original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

> Airport hangar Lot No. 30 A1-A3, and containing a total area of approximately 18,760 square feet, and establishing an original Lease terminating January 31, 2037.

2. Effective June 2, 2026, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a $150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:

BY: _____
Matt Quatacker

BY: _____
Mike Quatacker

BY: _____ 07-09-2026
Debbie Quatacker

ASSIGNEE:
Royal Helicopter Services, LLC

BY: _____ 7/9/2026
Jacob Barber, Manager

BILL OF SALE

BE IT KNOWN, for good and valuable consideration in the sum of $588,200.00 (five hundred and eighty-eight thousand, two-hundred dollars in USD), to be paid by wire transfer, hereby acknowledged by the undersigned, Matthew A. Quatacker and Mike Quatacker, and Debbie Quatacker collectively referred to as Seller.

Seller hereby sells, assigns and transfers to Royal Helicopter Services, LLC. (referred to as the Buyer), of [redacted] and its successors, and assigns forever, effective June 2, 2026, the following described chattels and personal property:

> Three each, metal aircraft hangar with improvements, of the approximate dimension of 65' by 65' each, named: A1, A2 and A3, located on Lot 30 of the Porterville Municipal Airport, Porterville, Tulare County, California 93257; Tulare County Assessor's Parcel No. APN: 302-110-076 (Reference Exhibit A); together with all personal property remaining on or after the effective date.

Seller warrants to Buyer to have good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that it will fully defend, protect, indemnify and hold harmless Buyer and his lawful successors and assigns from any adverse claim made thereto by all persons whomsoever.

The above property is sold in "AS-IS" condition and where presently located. No guarantees or warranties, express or implied, excepting as may be specifically set forth in this document.

Signed this 2nd day of June 2026, at Porterville, Tulare County, California.

SELLER:

By: _____ Date: 6/2/26

Mike Quatacker

BUYER:

By: _____ Date: 6/2/2026

Jacob Barber, Manager
Royal Helicopter Services, LLC.

By: _____ Date: 6/2/26

Matthew A. Quatacker

By: _____ Date: 6-1-26

Debbie Quatacker

LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 30 A1-A3

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 30 A1-A3, described in the foregoing Assignment, hereby consents to Assignment of Lease Agreement from Matt Quatacker, Mike Quatacker, and Debbie Quatacker, to Jacob Barber, terminating January 30, 2037, for the parking and storage of aircraft, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 21st day of July, 2026.

CITY OF PORTERVILLE

BY: _____
Greg Meister
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
Fernando Gabriel-Moraga, CITY CLERK

APPROVED AS TO FORM:

BY: _____

Megan N. Crouch, City Attorney

June 2, 2026

Attn: Janie Rodriguez

City of Porterville

291 North Main Street

Porterville, CA 93257

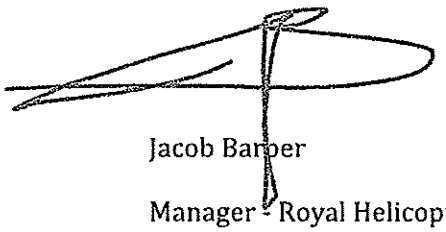
RE: Assignment of Lease

Lot 30 (A1,A2, A3) – Porterville Municipal Airport

Dear Ms. Rodriguez:

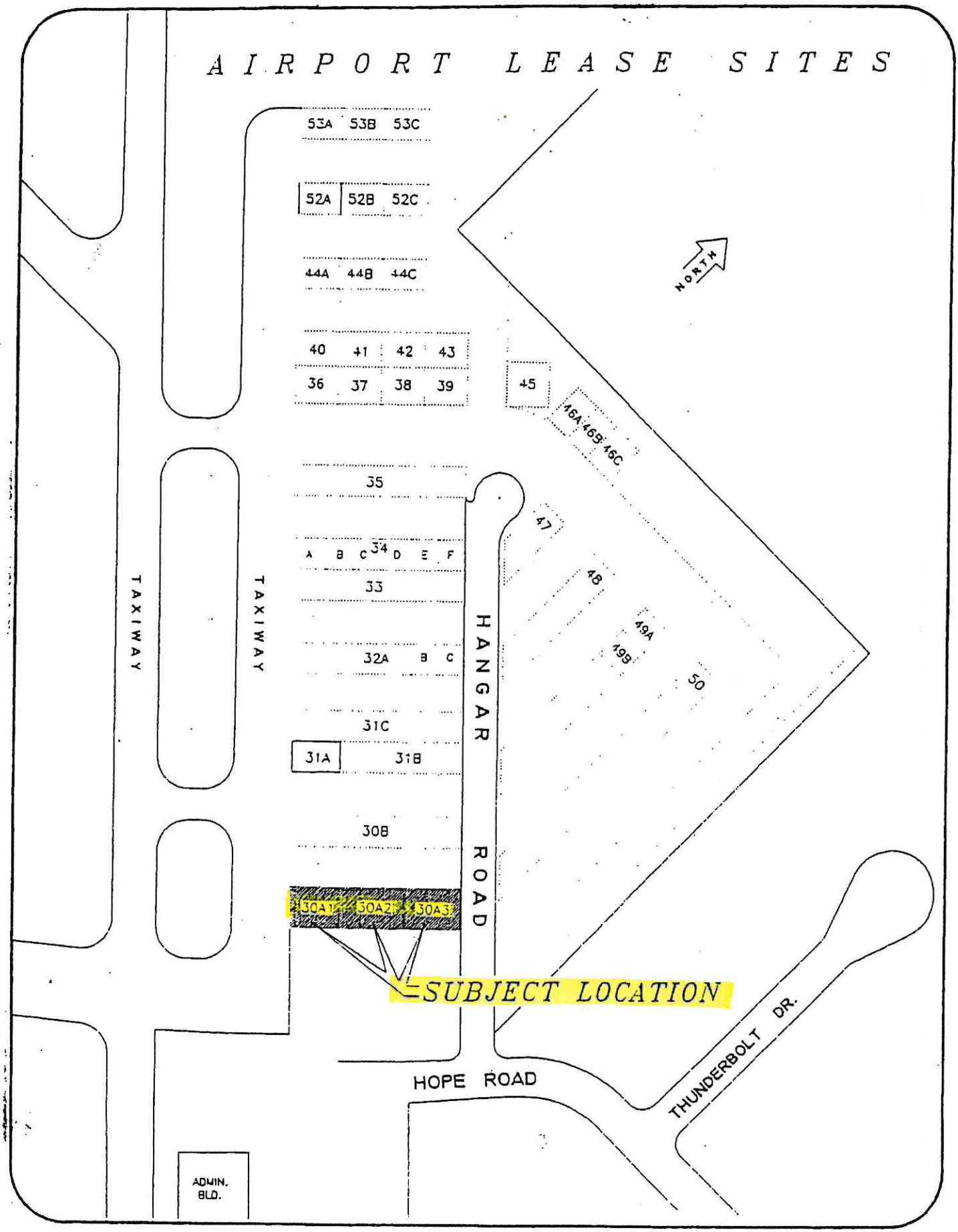
I have purchased the aviation building located on Lot 30 of the Porterville Municipal Airport from Matthew A. Quatacker and Mike Quatacker, effective June 2, 2026. Included with this request is a copy of the Bill of Sale confirming such transaction. I am hereby requesting authorization to assume the existing lease between the City of Porterville and Matthew A. Quatacker and Mike Quatacker, effective June 2, 2026.

Sincerely,



Jacob Barber

Manager - Royal Helicopter Services, LLC.



ATTACHMENT NO. 1

SUBJECT: Authorization to Roll Unpaid Utility Accounts to the 2026-2027 Property Tax Roll

SOURCE: Finance

COMMENT: The City provides water, sewer, and solid waste services to residential and commercial customers throughout the community. When utility accounts remain delinquent after all billing, notice, and collection efforts have been exhausted, the Porterville Municipal Code authorizes the City to recover certain unpaid utility charges by placing them on the Tulare County property tax roll.

Municipal Code Chapter 25, Section 8 authorizes unpaid water charges to be collected through the property tax roll when the property owner has guaranteed payment. Municipal Code Chapter 25, Section 37 authorizes unpaid sewer charges to become a lien against the property, and Municipal Code Chapter 13, Section 14 authorizes unpaid solid waste charges to be secured through recorded liens.

Staff has identified 78 delinquent utility accounts totaling $93,027.50 that meet the requirements for placement on the Fiscal Year 2026-2027 Tulare County property tax roll. The attached Resolution authorizes the Tulare County Auditor to place the eligible delinquent utility charges on the property tax roll for collection.

Placement of delinquent utility charges on the property tax roll protects public funds by providing an additional collection mechanism for utility services already provided while promoting fairness for customers who timely pay their utility bills.

RECOMMENDATION: That the City Council adopt the Resolution ordering the placement of unpaid utility accounts totaling $93,027.50 on the Fiscal Year 2026-2027 Tulare County property tax roll for collection.

ATTACHMENTS:

1. Draft Resolution
2. Fiscal Year 2026-2027 Delinquent Utility Tax Roll
3. Municipal Code - Chapter 13, Section 14
4. Municipal Code - Chapter 25, Section 8
5. Municipal Code - Chapter 25, Section 37

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Acting Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PLACEMENT OF DELINQUENT UTILITY CHARGES ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS, the City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS, the City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS, the City Council has received and reviewed documentation identifying 78 delinquent utility accounts totaling $93,027.50 that meet the requirements for placement on the Fiscal Year 2026-2027 Tulare County property tax roll for collection;

NOW, **THEREFORE**, **BE IT RESOLVED** that the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit "A" to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, **APPROVED** and **ADOPTED** this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2026-2027 Tax Roll

Assessee	Property Address		Parcel Number	Assessment Amount
SONIA A GARCIA MONDRAGO	15273 ROAD 223	1	240-101-004	322.96
GERARDO PACHECO TAMAYO	15247 ROAD 223	2	240-101-007	364.54
CYNTHIA BEDOLLA	2563 W MICHELLE LN	3	240-240-034	191.24
ALFREDO CEBALLOS TAPIA	1139 W NORTH GRAND AVE	4	243-210-049	85.8
PATRICIA BETANCOURT	1720 N WILSON PL	5	243-230-034	420.4
ALBERTO CARRANZA	1312 W NORTH GRAND AVE	6	243-240-014	939.44
LORAINE CURBOW	1210 W BAKER AVE	7	243-250-022	785.62
RANDY WAYNE CLOWER	1690 W WALL LN	8	245-264-010	968.44
NEW LIFE CENTER	2012 W MORTON AVE	9	245-342-039	2023.36
NEW LIFE CENTER	2092 W MORTON AVE	10	245-342-060	957.02
JOEL & JUANITA REYNA	2190 W SCHOOL AVE	11	245-344-003	230.86
LENNARD PATTON	180 N RED OAK DR	12	245-360-020	941
ANA RIOS	2156 W WHITE CHAPEL WAY	13	245-375-031	107.26
ROBERT BROWN	749 N BALMAYNE DR	14	245-390-058	339.86
ARELI MARTINEZ	1759 W PAMELA CT	15	245-540-022	195.86
HERACLIO HERNANDEZ	1461 N PROSPECT ST	16	246-151-004	329.96
SANTIAGO PARRAZ	1451 N LOWERY ST	17	246-153-031	228.52
RHONDA BRADFORD	1076 N MASTON ST	18	246-180-041	255.32
MARGARITO CERCAS	895 W WESTFIELD AVE	19	246-200-028	1022.78
TARLOCHAN(TONY) NARWAL	943 W WESTFIELD AVE	20	246-200-029	440.5
HUSSAIN RAYANI	1496 N COBB ST	21	246-260-018	5901.46
GRACIELA SALINAS	1311 N VILLA ST	22	247-022-009	420.4
MELISSA WALSH	1261 N LIME ST	23	247-110-011	625.68
SCENIC DRIVE RANCH LLC	1112 N SCENIC DR	24	247-120-015	476.54
BRIAN DUKE	975 N DIVISION ST	25	248-041-005	640.02
SERGIO HERRERA	622 E HENDERSON AVE C	26	248-080-058	224.46
RIVER WALK CARE CENTER	1100 W MORTON AVE	27	251-090-049	18702.4
ISAIAS GONZALEZ REYES	69 N WISCONSIN ST	28	251-201-008	14.72
BETTY LOU TAFF	281 N MASTON ST	29	251-232-002	612.36
EDWARD JR ESPINOZA	550 W FAIRHAVEN AVE	30	252-061-024	340
YOLANDA RODRIGUEZ	529 N EL GRANITO ST	31	252-105-006	249.36
PIONEER PLAZA	617 N MAIN ST	32	252-154-012	4276.72
FELIX AND REYNA PEREZ	770 E GRAND AVE	33	252-251-024	229.04
DARLEEN JONES	525 W MORTON AVE	34	252-251-024	97.4
CHERYL CHAMBERS	331 N CONLEY ST	35	252-253-017	1171.12
CHERYL CHAMBERS	323 N CONLEY ST	36	252-253-018	1189.64
IRENE GARZA	340 N CONLEY ST	37	252-254-007	338.92
CHERYL ALLEN	303 N CONLEY ST 303-333	38	252-260-013	4765.3
JOSE LUIS LEDESMA	708 W OLIVE AVE	39	252-291-015	494.26
JOSE J CONTRERAS CASTI	722 W PUTNAM AVE	40	252-312-011	76.36

ERIK HALL	469 N THIRD ST	41	253-014-012	426.5
LUCERO TORRES	482 N THIRD ST	42	253-015-004	133.08
FABIAN MENDOZA-TREYEZ	445 N FOURTH ST	43	253-015-015	394.38
JORGE ZAVALA HERNANDE	587 N THIRD ST	44	253-025-009	154.32
MISTY BLOUNT	525 N MAIN ST	45	253-027-014	305.7
JUAN AGUAYO	34 E GARDEN AVE	46	253-172-004	1855.8
DEVINE A ROJAS	368 N MAIN ST 368-370	47	253-202-006	2075
PORTERVILLE UNITARIAN	135 E HARRISON AVE	48	253-205-009	442.28
WESTERN HILLS #3	520 N MURRY ST 520-526	49	253-230-027	1426.3
JEANNE BLUE	1384 E MORTON AVE	50	254-010-044	146.3
VICKY RUIZ	823 E KANAI AVE	51	254-130-016	380.34
LETITIA R LOPEZ	826 E KANAI AVE	52	254-130-028	263.54
ROQUE CASTRO	1559 W ROBY AVE	53	259-061-003	339.9
ANGEL ZARAGOZA GARRID	1004 W ROBY AVE	54	259-102-010	101.44
FLORENTINA RODRIGUEZ	1520 W HERITAGE AVE	55	259-180-021	206.18
ABDUL SAEED	612 S MILO ST	56	259-260-012	170.42
RODNEY MARTIN	146 S VILLA ST	57	260-140-013	283.08
JOAQUIN NAVARRO	176 W ORANGE AVE	58	260-231-010	140.5
SERGIO N/C TAPIA	569 E DATE AVE	59	261-012-020	2470.42
JOSE & ANA MARI MEJIA	79 E VANDALIA AVE	60	261-051-008	348.24
PORTERVILLE GLEANING SENIORS	680 S MAIN ST	61	261-060-053	2363.78
PORTERVILLE FAMILY APARTMENTS	93 E DATE AVE	62	261-080-048	16808.68
MAXIMO'S INC	168 S MAIN ST	63	261-118-001	369.6
APEX PROPERTY ACQUISITION LLC	227 E ORANGE AVE	64	261-150-055	2166.26
APEX PROPERTY ACQUISITION LLC	227 E ORANGE AVE	65	261-150-055	272.3
MICHELLE ALLISON	491 E POPLAR AVE	66	261-295-003	147.54
PHOUVY INTHASONE	922 E DIXIE DR	67	262-042-014	371.24
BENJEMIN CASTRO	967 E MOUNTAIN VIEW AVE	68	262-240-017	447.18
VERNON MALONE	950 E MOUNTAIN VIEW AVE	69	262-240-023	622.12
SERGIO TAPIA	862 E POPLAR AVE	70	262-240-082	2218.04
THELMA UNDERWOOD	976 S WISCONSIN ST	71	268-080-011	1180.52
GUILLERMINA MENDOZA	969 S WISCONSIN ST	72	268-080-027	94.86
CARL TUCKER	1047 S WISCONSIN ST	73	268-090-005	138.76
JULIO RAMOS MACIEL	885 S CHESS TERRACE ST B	74	269-022-008	207.7
ALBERT FELIX	826 S CHESS TERRACE	75	269-023-002	841.28
FEDERICO GONZALEZ BEDOLL	799 W BROWN AVE	76	269-180-019	183.22
BRIANNA ESQUIVEL	154 E YATES AVE	77	270-140-003	163.4
JOSE VIEYRA	254 E GIBBONS AVE	78	270-140-035	370.4

Total amount of assessments	$ 93,027.50
Total number of assessments	78

13-14: CHARGES FOR COLLECTION; TIME AND MANNER OF PAYMENT:

A. Fees and charges for the collection and disposal of solid waste collection by the city will be fixed by resolution of thecity council.

B. Solid waste collection charges shall be included in the regular city utility bill to customers who also have city waterservice. When the solid waste customer does not have city water service, a separate bill for solid waste service shall bemailed to the customer who owns or controls the premises serviced.

C. All charges for solid waste service included on utility bills, or if not a part of the city utility bill, shall be due and payableat the same time as other utility charges. If a bill for solid waste is not paid within thirty (30) days after billing date, a chargeof ten percent (10%) as a penalty for said delinquency shall be made and added to the amount and become a part of saiddelinquent utility bill; and the city may discontinue all city utility service to the premises if the bill should remain delinquent onthe forty fifth day after billing.

D. All solid waste service charges are the responsibility of the customer whose name appears on the utility billing for theservice. If unpaid by the customer billed who controls the premises, they shall be secured at any time by filing for record inthe office of the county recorder of any county, a certificate specifying the amount of such charges and the name andaddress of the customer liable therefor. From the time of recordation of the certificate, the amount required to be paid,together with interest and penalty, constitutes a lien upon all real property in the county owned by the customer orafterwards, and before the lien expires, acquired by him. The lien has the force, priority, and effect of and shall be regardedas a judgment lien, which may be extended, if unpaid, by the recording of a renewal certificate before the expiration of ten(10) years of the previously recorded certificate. (Ord. 1494A, 7-20-1993; Ord. 1615, 10-1-2002; Ord. 1890, 3-1-2022)

25-8: GUARANTEE OF PAYMENT OF WATER BILLS BY PROPERTY OWNERS; AUTHORIZED GENERALLY;LIEN:

The owners of any property where water is furnished by the city may assume responsibility for the payment of such water byfiling with the water department a written acceptance of such responsibility in a form approved by the city attorney,guaranteeing payment of all water bills accruing against such property or utilized by consumers on such property. Thewriting shall provide that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may beadded to the tax statement for said real property and collected in the same manner as real property taxes. (Ord. Code §3543; Ord. 845 § A, 11-16-1965)

25-37: COLLECTION OF SEWER RENTALS; PENALTIES; DISCONTINUANCE OF WATER SERVICE FORNONPAYMENT; CHARGES TO BE LIEN:

Charges for sewer rentals shall be included with the water bill and if the charge for sewer rental shall remain unpaid at thedue date for the payment of water bills, there shall be added to the sewer rental charge the same penalties and interest asare required for delinquencies or nonpayment of water bills. Water services may be discontinued for nonpayment of thecharge for sewer rental or sewer rental penalties and interest, and any unpaid charge for sewer rental or sewer rentalpenalties or interest may be placed as a lien on the real property involved. (Ord. Code § 3635.1)

SUBJECT: Sewer Utility District Annual Assessments – Fiscal Year 2026-2027

SOURCE: Planning and Engineering

COMMENT: The City has established four Sewer Utility Districts to finance the construction of public sewer improvements benefiting specific neighborhoods. Rather than requiring property owners to pay the full cost of sewer improvements upfront, the districts allow participating property owners to reimburse the City through annual special assessments collected on the Tulare County property tax roll over a thirty (30) year period at three percent (3%) interest.

The City Council established the four Sewer Utility Districts between 2013 and 2018 to finance sewer improvements benefiting specific neighborhoods. The districts were approved as follows:

Area 458 Sewer Utility District – Approved May 7, 2013
Area 455A Sewer Utility District – Approved November 19, 2013
Areas 459A & C Sewer Utility Districts – Approved February 17, 2015
Areas 456A, 456B, 456C, and E. Henderson Avenue Sewer Utility Districts – Approved September 4, 2018.

Each year, the City must certify the annual assessments to the Tulare County Auditor-Controller for placement on the secured property tax roll. The annual assessments are based on the previously approved financing schedules established at the time each district was formed and reflect the repayment of the final construction costs, including sewer improvements, sewer laterals, and construction management.

The proposed Fiscal Year 2026-2027 assessments are summarized below:

Sewer Utility District	Parcels	FY 26-27 Assessment	Assessment Year
Area 455A	215	$42,348.34	Year 13 of 30
Areas 456A, B, C & E	198	$62,365.14	Year 7 of 30
Area 458	381	$82,757.36	Year 13 of 30
Area 459A & C	318	$56,475.78	Year 11 of 30

Total	**1,112**	**$243,946.62**

Since implementation of the Sewer Utility Districts, the City has successfully collected more than $2.43 million in annual assessments and $383,338.46 in voluntary prepayments. Total delinquent assessments remain relatively low in comparison to the overall amount collected, demonstrating the continued effectiveness of the assessment program.

Staff recommends adoption of the attached Resolutions approving the Fiscal Year 2026-2027 annual assessments and authorizing submission of the required documents to the Tulare County Auditor-Controller for placement on the secured property tax roll.

RECOMMENDATION: That the City Council adopt the attached Resolutions approving the Fiscal Year 2026-2027 annual assessments for Sewer Utility Districts Areas 455, 456, 458, and 459 and authorize submission of the assessments to the Tulare County Auditor-Controller for placement on the Fiscal Year 2026-2027 property tax roll.

ATTACHMENTS:

1. Payment Totals To Date
2. Attachment A - 2026 Direct Charge Control
3. Attachment B - 2026 Authority to Approve
4. Attachment C - 2026 Compliance Certification
5. Area 455 Special Assessments Resolution 2026
6. Area 456 Special Assessments Resolution 2026
7. Area 458 Special Assessments Resolution 2026
8. Area 459 Special Assessments Resolution 2026

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Fiscal Year Assessments	Assessment Revenue	Voluntary Pre-Payments	Total Delinquencies
2014/2015	$126,276.41	$130,032.42	$0.00
2015/2016	$126,603.98	$69,048.43	$0.00
2016/2017	$185,168.18	$15,259.88	$0.00
2017/2018	$184,126.14	$21,973.81	$0.00
2018/2019	$183,253.74	$4,003.33	$0.00
2019/2020	$182,606.02	$69,693.20	$0.00
2020/2021	$243,769.67	$20,315.12	$1,362.50
2021/2022	$243,135.73	$6,431.26	$1,946.01
2022/2023	$243,210.36	$9,373.03	$1,978.56
2023/2024	$239,355.29	$4,871.09	$2,108.29
2024/2025	$238,830.80	$23,512.76	$4,479.37
2025/2026	$238,562.79	$8,824.13	$6,743.84
Totals:	**$2,434,899.11**	**$383,338.46**	**$18,618.57**

TULARE COUNTY AUDITOR-CONTROLLER Attachment A

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: 7/21/2026

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM:

Agency City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available 8am - 5 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

X **1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.**

X **2. Change authorization sheet.**

X **3. Parcel listing. (not required if submitting electronically)**

Fund/Charge Control

Tax Code	Fund Name	Parcel Count	Amount
52531	PTV455SEWER	215	$42,348.34
52531	PTV456SEWER	198	$62,365.14
52531	PTV458SEWER	381	$82,757.36
52531	PTV459SEWER	318	$56,475.78

Attach additional control sheets if necessary.

Attachment B

TULARE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME	**SAMPLE SIGNATURE**
Richard Tree	
Daniel Cervantez	

7/21/2026

Agency Official **Date**

City Engineer

Title

Attachment C

Compliance Certification and Hold Harmless Statement

The City of Porterville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIIIC. Sec. 2 c. "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b."

Article XIIIC. Sec. 2 d. "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved."

Article XIIID. Sec. 5. "…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."

Article XIIID. Sec. 6 d. "Beginning July 1, 1997, all fees or charges shall comply with this section."

In addition, the City/District agrees that it shall be solely liable and responsible, and will defend and hold the County harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City/District by the County; and

The City/District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on July 21, 2026
Date

_____ July 21, 2026
City Manager Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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PASSED, APPROVED AND ADOPTED, this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Richard Tree, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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

SUBJECT: North Friant-Kern Canal Turnout and Basin Project Cost Sharing Agreement

SOURCE: Planning and Engineering

COMMENT: The North Friant-Kern Canal Turnout and Basin Project is a regional water supply and groundwater recharge project that will improve the City's long-term water reliability and assist the City and other local water agencies in meeting the requirements of the Sustainable Groundwater Management Act (SGMA). The project includes construction of a new turnout from the Friant-Kern Canal, groundwater recharge basin, associated pipelines, concrete structures, earthwork, and related improvements.

On September 19, 2023, the City Council awarded the construction contract for the North Friant-Kern Canal Turnout and Basin Project to Nicholas General Engineering Contractors. The project required regulatory approval for work within the Friant-Kern Canal. Although the project was ready to proceed, the required State permit was not issued in time to complete the work during the scheduled canal shutdown. Because construction within the canal can only occur during designated shutdown periods, the project was delayed until the next scheduled shutdown beginning in October 2026.

As a result of the delay, the construction contract increased to $2,179,610.50. Including construction contingency, construction management, and quality control services, the revised estimated project cost is $2,615,532.60.

Because the completed project will provide mutual benefits to both the City and the Porterville Irrigation District (PID) by increasing groundwater recharge capacity and supporting regional compliance with SGMA, the parties have negotiated a Cost Sharing Agreement under which each agency will pay fifty percent (50%) of the total eligible project costs. The City will administer the construction contract and pay project costs as incurred, and PID will reimburse the City for its fifty percent share in accordance with the Agreement.

The City's fifty percent share of the project is funded through the adopted Capital Improvement Program utilizing Water Replacement Funds. Staff has reviewed the proposed Cost Sharing Agreement and finds it acceptable.

RECOMMENDATION:	That the City Council adopt the attached Resolution authorizing the Mayor and City Manager to execute the Cost Sharing Agreement with the Porterville Irrigation District for the North Friant-Kern Canal Turnout and Basin Project, subject to final approval as to form by the City Attorney.

ATTACHMENTS:

1. Draft Resolution
2. Draft Cost Sharing Agreement

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY ENGINEER TO EXECUTE A COST SHARING AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND PORTERVILLE IRRIGATION DISTRICT FOR THE NORTH TURNOUT AND BASIN PROJECT

WHEREAS, City is planning a turnout and groundwater recharge basin along the Friant Kern Canal just north of Westfield Avenue and west of Westwood Street, Porterville, and commonly known as the North Friant Kern Canal Turnout and Basin Project, a site map of which is attached hereto as **Exhibit "A"** and incorporated herein for reference; and

WHEREAS, City has contracted with an "A" licensed General Engineering contractor to complete the North Friant Kern Canal Turnout and Basin Project to project plans and specifications; and

WHEREAS, the North Friant Kern Canal Turnout and Basin Project is mutually beneficial to the City and PID and their abilities to meet the requirements of the Sustainable Groundwater Management Act (SGMA); and

WHEREAS, the Parties intend to pay for and share the total cost of the North Friant Kern Canal Turnout and Basin Project in accordance and consistent with the approved contract amounts, utilized contingency amounts, and utilized construction management and quality control costs attached hereto as **Exhibit "B"** and incorporated herein by the reference; and

WHEREAS, both parties understand and agree that the strict deadlines for completion of the project work in the water channel may incur additional costs to the project beyond the estimated amounts detailed in Exhibit "B"; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville approves the Cost-Sharing Agreement between the City of Porterville and the Porterville Irrigation District and authorizes the Mayor and City Manager to execute the Cost-Sharing Agreement on behalf of the City of Porterville.

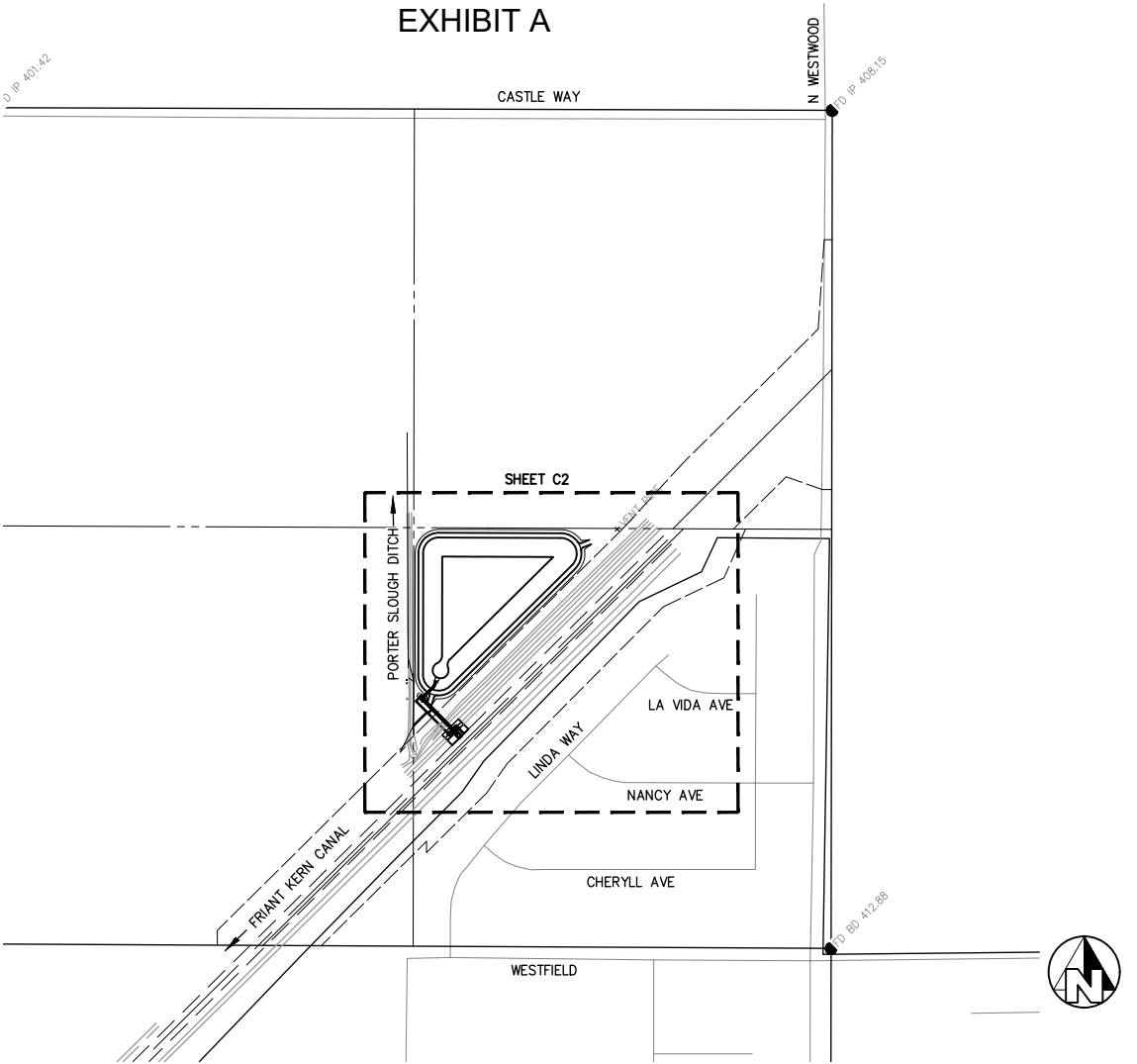
PASSED, ADOPTED AND APPROVED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

EXHIBIT A



SITE MAP

NOT TO SCALE

EXHIBIT B

PRELIMINARY COST ESTIMATE
NORTH TURNOUT & BASIN PROJECT

NORTH FRIANT KERN CANAL TURNOUT AND BASIN	TOTAL ESTIMATED COST	CITY SHARE 50%	PID SHARE 50%
CONSTRUCTION CONTRACT AMOUNT	$2,179,610.50	$1,089,805.25	$1,089,805.25
ALLOCATED CONSTRUCTION CONTINGENCY	$217,691.05	$108,845.53	$108,845.52
CONSTRUCTION MANAGEMENT & QUALITY CONTROL	$217,691.05	$108,845.52	$108,845.53
TOTAL ESTIMATED COSTS	$2,615,532.60	$1,307,766.30	$1,307,766.30

COST SHARING AGREEMENT BETWEEN CITY OF PORTERVILLE AND PORTERVILLE IRRIGATION DISTRICT

This Cost Sharing Agreement ("Agreement") is entered into as of _____, 2026, (The "Effective Date") by and between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE IRRIGATION DISTRICT ("PID"). CITY and PID may hereinafter collectively be referred to as the "Parties," or individually be referred to as "Party."

RECITALS

WHEREAS, CITY is planning a turnout and groundwater recharge basin along the Friant Kern Canal just north of Westfield Avenue and west of Westwood Street, Porterville, and commonly known as the North Friant Kern Canal Turnout and Basin Project (the "Project Site"), a site map of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and,

WHEREAS, CITY has contracted with an "A" licensed General Engineering contractor to complete the North Friant Kern Canal Turnout and Basin Project to project plans and specifications; and,

WHEREAS, the North Friant Kern Canal Turnout and Basin Project is mutually beneficial to the CITY and PID and their abilities to meet the requirements of the Sustainable Groundwater Management Act (SGMA); and,

WHEREAS, the Parties intend to pay for and share the total cost of the North Friant Kern Canal Turnout and Basin Project in accordance and consistent with the approved contract amounts, utilized contingency amounts, and utilized construction management and quality control costs attached hereto as **Exhibit "B"** and incorporated herein by the references; and,

WHEREAS, both parties understand and agree that the strict deadlines for completion of the project work in the water channel may incur additional costs to the project beyond the estimated amounts detailed in Exhibit "B"

WHEREAS, the Parties desire to set forth their respective rights, duties, obligations and procedures in regards to the construction of the Facilities.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby acknowledge and agree that the RECITALS above are true and correct, and are incorporated into this Agreement.

Section 2. Construction Observation.

2.1 The **City Engineer and Construction Project Manager** shall monitor the construction of the project. City water department staff shall monitor the ongoing condition and operation and keep the Parties informed of the status of each.

A Cost Sharing Agreement between the Parties pertaining to the construction of the project, including but not limited to cost sharing and a payment schedule, is attached as **Exhibit "B"** to this Agreement.

2.2 The City Engineer and Construction Project Manager are hereby authorized to delegate their authority in such manner as mutually agreed upon.

2.3 The City will update PID accordingly of any changes in anticipated costs due to the strict completion deadlines for work within the water channel or any other changes in costs that could incur costs beyond those detailed in Exhibit "B".

Section 3. Use of Facility. Upon project completion, the turnout component will be under the managing authority of the Friant Water Authority, as it is a structural component of the Friant-Kern Canal, an aqueduct they manage. The turnout will be utilized as a benefit to both the CITY and PID for delivery of supplemental water supplies during the season.

The basin portion of the project will be controlled and maintained by the CITY as it is constructed on CITY property. The basin is strategically placed to recharge groundwater and help with SGMA compliance in a manner that is mutually beneficial to the local water authorities in the area, including

the CITY and PID.

Section 4. Maintenance of Facility.

4.1 Responsibility for Maintenance. CITY shall be responsible for the safety, security, and operations of the completed basin component of the project, including the performance of all maintenance, as it is located on CITY property.

The regular maintenance of the turnout component of the project will fall under the control and responsibility of Friant Water Authority.

Damages Resulting from Negligence. CITY and PID shall be solely responsible for the cost of repairing any damage to the Facilities resulting from its own negligence or misuse or that of its respective users. CITY and PID shall be solely responsible for the cost of non-routine custodial expenses, including overtime costs, resulting from its own negligence or misuse or that of its respective users.

Section 5. Notices. All notices to either party shall be in writing and shall be addressed as follows:

District: Manager or Assistant General Manager
Porterville Irrigation District
22086 Avenue 160
Porterville, CA 93257

City: Public Works Director
555 N Prospect Street
Porterville, California 93257

Section 6. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

Section 7. Conflicts of Interest. No director, officer, official,

representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

Section 8. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

Section 9. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between CITY and PID.

Section 10. Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 11. Ambiguities Not to be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Section 12. Non-liability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 13. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 14. Venue. The laws of the State of California shall govern this Agreement, and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state

court in the County of Tulare.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein above written.

CITY OF PORTERVILLE
A California Charter Municipal Corporation

BY: _____
Greg Meister, City Mayor

ATTEST:

BY: _____
Richard Tree, City Manager

APPROVED AS TO FORM:

BY:_____
City Attorney

PORTERVILLE IRRIGATION DISTRICT

BY: _____
Assistant General Manager

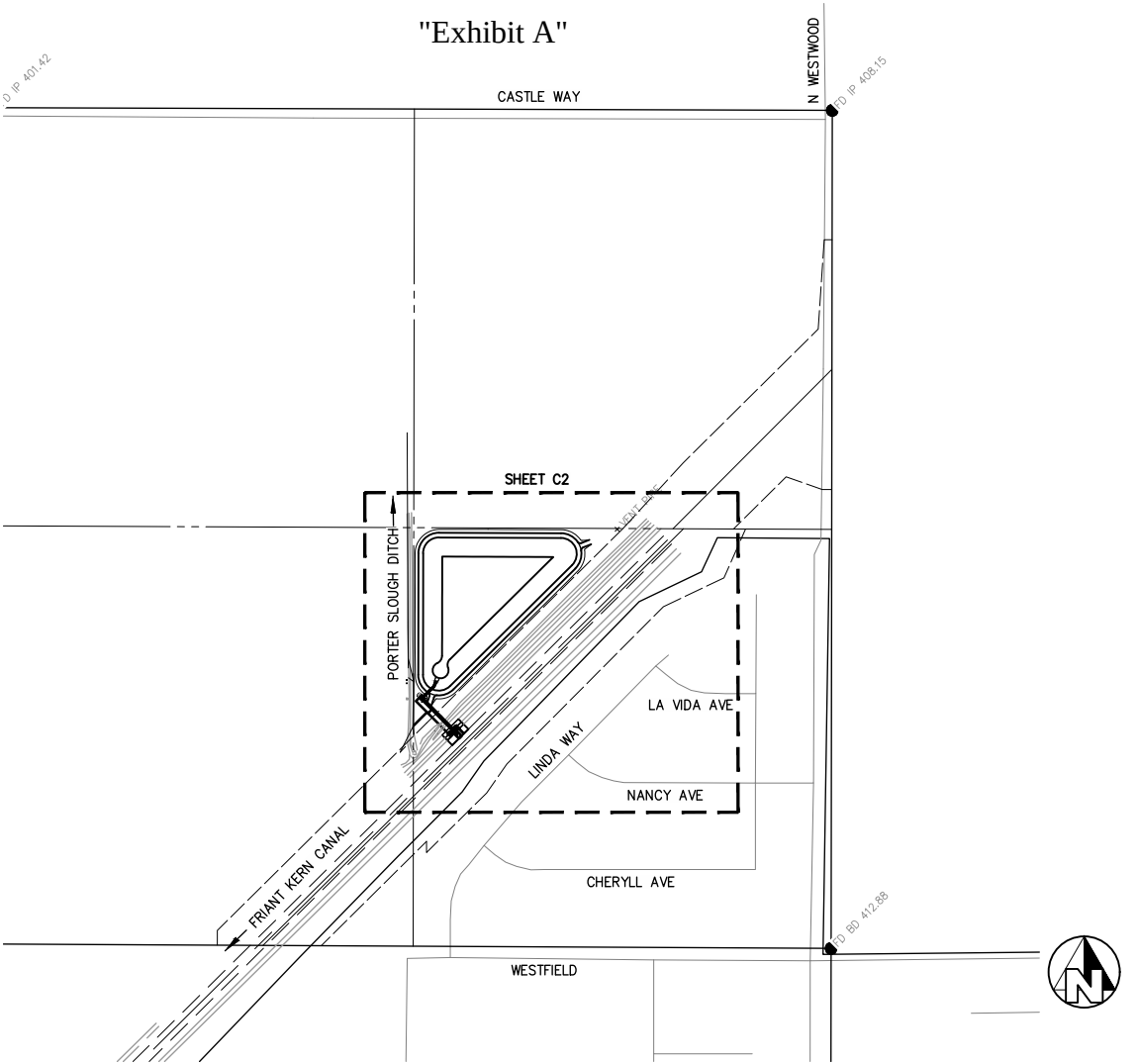
ATTEST:

BY: _____
Secretary

APPROVED AS TO FORM:

BY:_____
Attorney

"Exhibit A"



SITE MAP

NOT TO SCALE

EXHIBIT B

PRELIMINARY COST ESTIMATE
NORTH TURNOUT & BASIN PROJECT

NORTH FRIANT KERN CANAL TURNOUT AND BASIN	TOTAL ESTIMATED COST	CITY SHARE 50%	PID SHARE 50%
CONSTRUCTION CONTRACT AMOUNT	$2,179,610.50	$1,089,805.25	$1,089,805.25
ALLOCATED CONSTRUCTION CONTINGENCY	$217,691.05	$108,845.53	$108,845.52
CONSTRUCTION MANAGEMENT & QUALITY CONTROL	$217,691.05	$108,845.52	$108,845.53
TOTAL ESTIMATED COSTS	$2,615,532.60	$1,307,766.30	$1,307,766.30

SUBJECT: Selection of On-Call Engineering and Surveying Services Consultants

SOURCE: Planning and Engineering

COMMENT: The City utilizes on-call engineering and surveying consultants to provide specialized professional services for Capital Improvement Program projects, development review, utility improvements, grant-funded projects, and other public infrastructure needs. Maintaining an on-call list allows the City to efficiently procure professional services while complying with applicable state and local procurement requirements.

On March 3, 2026, the City Council authorized staff to distribute a Request for Qualifications (RFQ) to establish a new on-call list for engineering and surveying services. Staff subsequently received twelve (12) Statements of Qualifications (SOQs) from firms interested in providing these services.

The SOQs were evaluated in accordance with the City's Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services adopted by City Council Resolution No. 16-2001. Evaluation criteria included qualifications, technical capability, project experience, staffing, project performance, familiarity with the City's needs, and other factors identified in the City's consultant selection policy.

Based on the evaluation results, staff recommends establishing on-call contracts with firms receiving an average evaluation score of 80 points or greater. These firms demonstrated the highest overall qualifications and possess the experience necessary to provide engineering and surveying services on an as-needed basis during the proposed contract term.

Firm Name	**Points**
QK, Inc	89.5 pts
Provost & Pritchard Consulting Group	88.8 pts
Carollo	84.7 pts
4Creeks, Inc.	84.0 pts
Dee Jaspar & Associates, Inc	84.0 pts
Yamabe & Horn Engineering, Inc	82.8 pts

Precision Civil Engineering, Inc	81.2 pts
Peters Engineering Group	80.7 pts
Diversified Project Services International (DPSI)	80.2 pts
Mid-Valley Engineering	71.5 pts
Kad Engineers & Surveyors*	64.0 pts
Executive Engineering	55.0 pts

* Submitted for On-Call Surveying Services Only

Selection to the on-call list does not guarantee work. Individual task orders will be issued on an as-needed basis depending on project requirements, consultant expertise, and available funding.

RECOMMENDATION: That the City Council:

1. Approve the establishment of an on-call list for engineering and surveying services consisting of QK, Inc., Provost & Pritchard Consulting Group, Carollo, 4Creeks, Inc., Dee Jaspar & Associates, Inc., Yamabe & Horn Engineering, Inc., Precision Civil Engineering, Inc., Peters Engineering Group, and Diversified Project Services International (DPSI);
2. Authorize the Planning and Engineering Director to negotiate and execute professional services agreements with the selected firms, subject to approval as to form by the City Attorney;
3. Authorize the Planning and Engineering Director and/or City Engineer to execute individual task orders; and
4. Authorize payment upon satisfactory completion of authorized task orders.

ATTACHMENTS: 1. Consultant Selection Rating Form Ranking

Appropriated/Funded:

Review By:

Department Director:
Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CONSULTANT SELECTION RATING FORM		FIRM											
Project Name: On-Call Engineering & Surveying Services		*Peters Engineering*	*Carollo*	*Kad Engineers & Surveyors*	*Mid-Valley Engineering*	*Precision Civil Engineering*	*DPSI*	*4Creeks*	*Yamabe & Horn Eng.*	*Dee Jaspar & Associates*	*QK*	*Provost & Pritcard*	*Executive Engineering*
2026													
Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.	0-10	8.0	9.5	7.3	7.3	8.7	9.0	9.2	8.7	8.7	9.0	9.3	6.3
b. Recent experience in projects comparable to the proposed project.	0-10	8.8	9.2	7.3	7.7	8.8	8.8	9.2	8.8	8.8	9.2	9.2	5.3
c. Firm's reputation for professional integrity and competence.	0-5	4.2	4.7	3.3	4.0	4.2	4.3	4.7	4.3	4.7	4.7	4.7	4.5
d. Key personnel's professional background and caliber.	0-7	5.8	6.8	5.0	6.2	5.8	6.5	6.2	5.8	6.5	6.5	6.5	5.0
e. Adequate qualified personnel available for assignment to the project.	0-5	4.2	4.5	3.0	3.8	4.2	4.0	4.2	4.2	4.2	4.5	4.5	2.3
f. Recent experience in specialized areas of expertise associated with the project.	0-5	4.2	4.2	3.7	3.8	4.2	4.2	4.2	4.2	4.2	4.5	4.5	2.3
g. Demonstrated ability to meet schedules or deadlines.	0-10	7.7	7.7	6.3	7.3	7.3	7.3	8.0	8.2	8.0	8.3	8.3	5.0
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7	4.7	4.3	4.7	4.8	4.3	5.0	5.3	5.7	4.7	5.7	5.7	4.3
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10	8.3	8.7	8.3	8.3	8.7	8.3	8.7	8.3	8.7	9.0	9.0	7.0
j. Quality of project previously undertaken.	0-10	8.8	9.2	7.7	8.2	8.8	8.8	8.8	8.8	9.2	9.2	9.2	7.0
k. Familiarity with and proximity to the geographic location of the project.	0-5	4.0	3.7	1.0	2.2	4.0	3.7	4.3	4.0	4.3	4.3	4.0	1.5
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3	2.5	2.8	1.8	2.2	2.5	2.5	2.5	2.5	2.8	2.8	2.8	1.0
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5	3.5	3.5	2.5	3.0	4.0	3.7	4.0	3.7	4.2	4.3	4.0	1.3
n. Degree of interest shown in undertaking the project.	0-3	2.3	2.3	2.0	2.0	2.0	2.0	2.3	2.0	2.3	2.5	2.5	1.7
o. Evidence that consultant is an equal opportunity employer.	0-2	2.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.3
p. Proximity of firm's office to project.	0-3	1.7	1.7	0.0	0.7	1.7	2.0	2.5	1.7	2.8	3.0	2.7	0.0
TOTAL SCORE:	Maximum Points Possible = 100	80.7	84.7	64.0	71.5	81.2	80.2	84.0	82.8	84.0	89.5	88.8	55.0

SUBJECT: Approval of Community Civic Event Application for the "El Grito! Fun Run"

SOURCE: Finance

COMMENT: The Association of Mexican American Educators has submitted a Community Civic Event Application requesting approval to conduct the "El Grito! Fun Run" on Saturday, September 12, 2026, from 6:30 a.m. to 12:00 p.m., including event set-up. The purpose of the event is to raise scholarship funds to assist local high school graduates in pursuing higher education.

The event will utilize the Tule River Parkway Trail between West Parkway Drive and Jaye Street, as identified on the attached route map. The required Certificate of Liability Insurance and Additional Insured Endorsement have been reviewed and approved.

The Community Civic Event Application has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended. The application has been reviewed by the Police Department, Fire Department, Parks and Leisure Services Department, Administrative Services Department, Public Works Department, and Risk Management. All applicable operational requirements and conditions are contained in the Application and Agreement, Exhibit A and Exhibit B. Staff has determined that the proposed event complies with the requirements of the Community Civic Events Ordinance, subject to the conditions contained in Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Association of Mexican American Educators for the "El Grito! Fun Run" scheduled for September 12, 2026, subject to the conditions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit, Certificate of Liability Insurance, and Flyer.

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Acting Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? *Event Flyer?* *E-mail address?* *Website?*

Application date: May 14, 2026 Event date: September 12, 2026

Event time: 6:30 - 12:00 including set up

Name of Event: "El Grito!" Fun Run

Flier: Included Website: amaepville@gmail.com

Sponsoring organization: AMAE N/C Porterville Chapter Phone # (559) 544 - 1731

Address: P. O. Box 83, Porterville, AC 93258

Authorized representative: Lucero Martinez Cisneros Phone # (559) 361 - 7542

Address: 905 W. Putnam Ave., Porterville, CA 93257

Event chairperson: Guadalupe Acosta Phone # (559) 793 - 6607

1798 Ambassador Way, Hanford, CA 93230 21vandalia@gmail.com

Location of event Tule River Parkway (W. Parkway Dr. to Jaye St.)

(Location map must be attached)

Description of event: Fun 5K Run/Walk

Purpose of event: Scholarship fundraiser for local high school graduates.

Non-profit organization status: In good-standing - nonprofit organization number 92-0413878

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No x

Police protection Yes _____ No x Refuse pickup Yes x No _____

Other: _____

Parks facility application required: Yes ____ No ____ Attached ____

Assembly permit required: Yes ____ No ____ Attached ____

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny		
____	____	Bus. Lic. Spvr.	
____	____	Pub. Works Dir	
____	____	Comm. Dev. Dir.	
____	____	Field Svcs. Mgr.	
____	____	Fire Chief	
____	____	Parks Dir.	
____	____	Police Chief	
____	____	Risk Manager	

PURCHASING
JUN 18 2026
RECEIVED

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred ($100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department with the application.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars ($2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(c), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind of character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

ASSOCIATION OF MEXICAN EDUCATORS	A Acosta	7/18/24
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: "El Grito!" Fun Run

Sponsoring organization: AMAE N/C (Association of Mexican American Educators)

Location: Tule River Parkway Event date: Sept. 12, 2026 Event time: 8:00

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name		Address/Telephone		Business License required?		Type of Activity
No vendors required.						

*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*
The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: "El Grito!" Fun Run

Sponsoring organization: AMAE N/C (Association of Mexican American Educators)

Event date: September 12, 2026 Hours: 6:30 - 12:00 including set up.

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity
~~Fallen Heroes.~~	~~Chase Ave.~~	~~Jaye St.~~	~~Start/End of run~~
	~~Jaye St.~~	~~Chase Ave.~~	~~Finish line~~
None	Utilizing the trail.		

Sidewalks	From which sidewalk	To which sidewalk	Activity
N/A			

Parking lots and spaces	Location	Activity
Fallen Heroes Parking lot	336 Chase Ave.	Parking

Requirements for Community Civic Event

Association of Mexican American Educators

"El Grito!" Fun Run

September 12, 2026

Fire Marshal: *C. Dignam*	No comments.
Parks & Leisure Service Asst. Director: *A. Graybehl*	Parkway reservation fees have been paid to Leisure office. Non-event vehicles are to park in designated parking areas. Municipal Code 17-10.13
Police Lieutenant: *M. Hatch*	Please see Exhibit B.
Administrative Service Director: *Y. Andrade*	The certificate of liability and endorsement page are sufficient for the proposed event.
Field Services Superintendent-Refuse: *B. Spry*	Refuse will deliver two black 95g containers to the start line for the organizers to place where needed. Please return to that location when the event is completed
Field Services Superintendent-Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	Association of Mexican American Educators
Event:	"El Grito!" Fun Run
Event Chairman:	Guadalupe Acosta
Location:	Tule River Parkway
Date of Event:	September 12, 2026 (6:30 a.m. – 12:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Association of Mexican American Educators provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

"El Grito!" Fun Run
September 12, 2026 / 6:30 AM—12:00 PM
Tule River Parkway, Porterville

Recommendations/Requirements:

- Any/all aid stations and/or check points must be out of the roadway, and not in a position to interfere with traffic.
- Event staff on the race route should wear highly visible attire.
- If/when near a roadway, participants should be directed to stay to the side of the roadway and not disrupt the normal flow of traffic.
- In the event that some develop during the planning of the event, food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- At conclusion of the event, organizers shall ensure the parkway and race route is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or vehicles.
- Event organizers shall contact Porterville Police Watch Commanders well in advance of the event for informational purposes, and to identify any additional policing concerns/requirements. Contact may be made with Lieutenant Ortiz, Lieutenant Sokoloff, or Acting Lieutenant Martinez at (559) 782-7410 or (559) 782-7400.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

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: No amplifier required.

2 Address where amplification equipment is to be used: _____

3 Names and addresses of all persons who will use or operate the amplification equipment: _____

4 Type of event for which amplification equipment will be used: _____

5 Dates and hours of operation of amplification equipment: _____

6 A general description of the sound amplifying equipment to be used: _____

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall 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.

_____ _____

Signature of Applicant *Date*

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

_____ _____

City of Porterville, Chief of Police/Designee *Date*

Tule River Parkway



4/14/2026

Trails

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1:13,523

0 0.07 0.15 0.3 mi

0 0.15 0.3 0.6 km

Vantor, Esri Community Maps Contributors, Fresno County Dept. PWP, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/6/2026

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

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

PRODUCER
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 31761978 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	X OTHER: District						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability Agg	$ 2,000,000
A	AUTOMOBILE LIABILITY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims	$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
September 16th, 2026, or any future date(s) during the policy term.
El Grito Fun Run 5K Run/Walk - Hosted by AMAE
Located @ Tule River Parkway
Kiwanis Club of Porterville, CA

CERTIFICATE HOLDER

City of Porterville
291 N. Main St.
Porterville CA 93257
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville
291 N. Main St.
Porterville, CA 93257
United States

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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¡El Grito!

FUN RUN

Mexico Independence Day

SATURDAY, SEPT. 12

8 AM

TULE RIVER PARKWAY

5 K RUN / WALK

Kiwanis
PORTERVILLE, CA
ESTABLISHED DECEMBER 17, 1947

TICKET:

STUDENTS/SENIORS:$ 10 ADULTS: $ 20

AMAE

@AMAE_NC_PORTERVILLE
AMAEPVILLE@GMAIL.COM

ZELLE: LUCERO (559) 361 - 7542
VENMO: @LUZ-MARCIS

SUBJECT: Approval of Classification Adjustment Within the Public Works Department

SOURCE: Administrative Services

COMMENT: After an internal review, staff recommends approval of a departmental reorganization within the Public Works Department to reflect current operational needs of the City's Lab. Specifically, staff recommends reclassifying the Chemist I position to a Lab Technician II classification. Over time, a significant portion of the original chemist-level duties has been outsourced to external labs. As a result, the Chemist's current responsibilities no longer reflect the full scope of the City's Chemist classification. The remaining duties are more consistent with laboratory support functions and routine testing aligned with a Lab Technician role.

Implementation of this reclassification is subject to the applicable meet-and-confer process with the bargaining unit and will not occur until that process has been completed.

RECOMMENDATION: That the Council approve the reclassification of the Chemist I position to Lab Technician II classification, subject to meet-and-confer requirements.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

SUBJECT: Authorization of Additional Funding to Complete the City Council Chambers Renovation Project

SOURCE: City Manager's Office

COMMENT: On May 5, 2026, the City Council awarded the City Council Chambers Renovation Project to CORE Business Interiors in the amount of $52,581.00, authorized a 10% construction contingency, and approved a total project budget of $57,839.10. The project included refinishing the existing dais, laminate improvements, countertop modifications, cabinetry improvements, and other interior finishes designed to modernize the Council Chambers while maintaining its civic character.

The approved renovation design also included installation of "E PLURIBUS UNUM" acrylic lettering in front of the City Council dais as a new architectural feature. During construction, staff determined that additional laminate, edging, and baseboard improvements were necessary to complete the renovation. To allow those improvements to be completed within the available project budget, the installation of the "E PLURIBUS UNUM" lettering was removed from the construction contract.

The Council Chambers Renovation Project has now been substantially completed, and installation of the "E PLURIBUS UNUM" lettering represents the final remaining element of the approved design. Staff has obtained a proposal from CORE Business Interiors for fabrication and installation of the custom acrylic lettering in a satin silver finish. The proposal includes fabrication, transportation, installation, and applicable sales tax for a total cost of $5,751.47.

The original project budget has been fully expended. Staff is requesting an additional appropriation of $5,751.47 from the City Council Budget to complete the City Council Chambers Renovation Project as originally envisioned and provide a finished appearance consistent with the approved project design.

RECOMMENDATION: That the City Council:

1. Authorize additional funding in the amount of $5,751.47 for the City Council Chambers Renovation Project; and
2. Authorize the City Manager, or designee, to execute any documents necessary to complete the signage installation.

ATTACHMENTS:
1. CORE Business Interiors Proposal
2. Signage Rendering

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

Quote/Order No	28913
Date	07/15/2026
Customer PO No	
Customer Account	COP
Account Executive	Sonja Sorrick
Project Number	13612
Terms	80% DEPOSIT NET 30
Page	1 of 5

TO
City Of Porterville- CITY HALL
291 N Main Street
Porterville, CA 93257-3737

ATTN: Rich Tree
Phone: 559-782-7499
Email: rtree@ci.porterville.ca.us

SHIP TO
City Of Porterville- CITY HALL
291 N Main Street
Porterville, CA 93257-3737

ATTN: Rich Tree
Phone: 559-782-7499
Email: rtree@ci.porterville.ca.us

Updated SIGNAGE-

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	FASTSIGNS LETTERS 5" TALL CUSTOM ACRYLIC LETTERS 3/4"THK - only- to read- E PLURIBUS UNUM / TOTAL WIDTH: 60" Finish: Silver Mark Line For: Tag TG: SIGNAGE Tag GC: PORTERVILLE	3,702.00	3,702.00
2	1.00 Each	FASTSIGNS TRAVEL TRAVEL- TRANSPORT- INSTALLATION Mark Line For: Tag TG: INSTALL Tag GC: PORTERVILLE	1,562.50	1,562.50
			TOTAL:	**$5,264.50**
		9.2500%-PORTERVILLE-93257-3737-TULARE SALES TAX:		$486.97
			GRAND TOTAL:	$5,751.47

Proposal

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Page	2 of 5

Terms of Agreement

Payment and Invoicing Terms:
For all purchases where CORE Business Interiors is acting as agent between manufacturer and client, invoices will be produced by the individual manufacturer and client payment will be remitted directly to the manufacturer. All terms set forth in agreement with manufacturer will apply.

For all purchases where product is being procured by CORE Business Interiors for resale to Client, the following progress payment schedule will apply; this schedule will apply to the entire amount of the proposal including labor, freight and tax. Sales tax charged will be the rate at the time of billing.

Private Sector Sales Over $3000 (Established customer with good credit history)

- First Installment: Payment of 80% of the total purchase price will be due prior to execution of order.
- Second Installment: Payment of 20% will be due and payable upon the completion of installation. Retention may only be held for 10% of specific products that are delayed or damaged.

Public Sector Sales (County, City, K-12, Higher Education, etc.) over $200,000 with Valid Purchase Order

- Public sector sales are any sale made directly to a City, County, or State government. This includes public school districts and public higher education facilities. Private non-profit entities are considered Private Sector.
- Progress billing will be required based on a schedule of values outlined below and may be broken out by phase on larger projects:
  - 80% of product portion of order will be billed when product leaves factory and will be due upon delivery
  - 10% of product and all installation labor will be due upon completion of work
  - 10% retention of product will be due and payable immediately after completion of punch list

All proposals are generated with a cash discount included in the pricing. If you would like to pay with a method other than check, EFT, wire or cash, please contact our office for a revised quote.

Bondable:
Should bond be required, all costs of bond will be added to the P.O. Amount.

Order Cancellation:
Buyer acknowledges all product related to the project are special ordered to the Buyer's specifications and that CORE Business Interiors has no ability to cancel the order after placement with the manufacturer. Buyer acknowledges and agrees to comply with the Terms and Conditions attached hereto. **This order is non-returnable and non-refundable.**

Liquidated Damages:
CORE will not agree to any liquidated damages unless a seperate, mutually agreed upon document outlines all vendor, Client, and Contractor expectations. This document and critical dates would need to be agreed on by all vendor suppliers on order.

Warranty for Products:
It is the desire of CORE Business Interiors to represent manufacturers who expressly warrant their products for five years or longer, however not all manufacturers offer such express warranties. CORE Business Interiors' sole responsibility with respect to the products shall be to pass to Client, to the extent available, any and all manufacturer warranties, express and/or implied, associated with the manufacturers' products. Client agrees to look solely to the manufacturer for any and all product defects, and shall hold CORE Business Interiors harmless for any and all claims for product liability. CORE Business Interiors shall provide to the best extent possible, all supporting requests of client to implement manufacturers' warranties. CORE Business Interiors expressly warrants that CORE Business Interiors is an authorized reseller of products being sold under this contract; however, CORE Business Interiors does not make any other express warranty, other than the Warranty of Service set forth below.

Warranty of Service:
CORE Business Interiors warrants that its services it provides will be performed in a workmanlike manner in accordance with industry standards. In the event of failure due to faulty installation, CORE Business Interiors will re-perform the labor to industry standards.

Disclaimer of Implied Warranties:
GOODS PURCHASED BY CLIENT UNDER THIS AGREEMENT ARE PURCHASED " AS IS," AND CORE Business Interiors DOES NOT WARRANT THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY, OR THAT THEY MAY BE USED FOR A PARTICULAR PURPOSE.

Excess Handling and Storage:
It is assumed under this contract that the Client project installation site will be ready to immediately receive product unless stated otherwise on product proposal. Site is to be free of other trades and/or existing furniture and equipment, with clear access to area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. All full trailer shipments will go directly to project site and LTL shipments will be received and redistributed through CORE Business Interiors authorized warehouse and delivery crew. LTL shipments must be accepted by Client for delivery within 30 calendar days of receipt. Any delays beyond 30 calendar days will result in storage charges. Storage will be charged at the rate of $49.00 per standard size pallet per month. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of CORE Business Interiors, will be charged back to client. Charges for storage and excess handling that have accrued prior to installation must be paid in full prior to start of installation or installation may be delayed or cancelled.

Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

Quote/Order No	28913
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Page	4 of 5

Delivery and Installation:
All services provided by CORE Business Interiors are provided during normal working hours of 8AM to 5PM, Monday through Friday. Quotes for work outside of normal business hours may be requested and appropriate overtime quote will be supplied prior to start of work.

All costs are based on the costs of receiving, inspecting, assembling, delivering, and staging the product including clean-up costs. In addition, delivery & assembly is an estimate based on the following assumptions. Any variance from the following assumptions will increase the delivery & assembly price:

- Work area must be clear of all other construction/installation trades or other obstructions.
- Work area will have electricity, heat, hoisting, elevator service, and adequate facilities for off-loading, staging, moving and handling of product.
- There is clear access to loading area or loading dock and freight elevator.
- There is reasonable "push" distance from loading area or loading dock installation area.
- Single handling of product from trucks into designated delivery / installation space.

Late Payment Fee:
Any Payments that are past due more than 30 days, will be subject to a late payment fee of 1.5% per month or 18% per annum. Client shall pay for all costs of collection of late payments including but not limited to, attorney fees, court costs and/or collection agency fees.

Security Interest:
The undersigned hereby grants to CORE Business Interiors a security interest in any goods purchased under this Agreement. If Client defaults in payment when due, then CORE Business Interiors shall have all rights and remedies granted to a secured party under the California Commercial Code. Title of goods will not pass to customer, and all merchandise will remain the property of CORE Business Interiors, until the merchandise has been paid for in full.

Governing Law:
This agreement shall be governed by and construed in accordance with the laws of the State of California.

Agreement:
In witness whereof, the parties hereto have executed this agreement on the dates indicated below.

_____
Client Signature

_____
Name

_____
CORE Business Interiors

_____
Name
Account Executive

Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

Quote/Order No	28913
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Page	5 of 5

_____ _____

Title Title

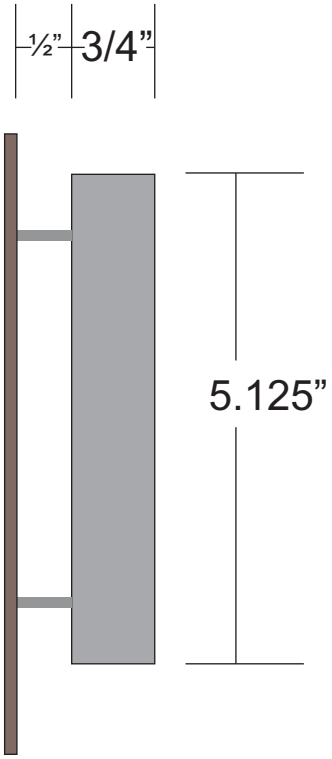
_____ _____

Date Date

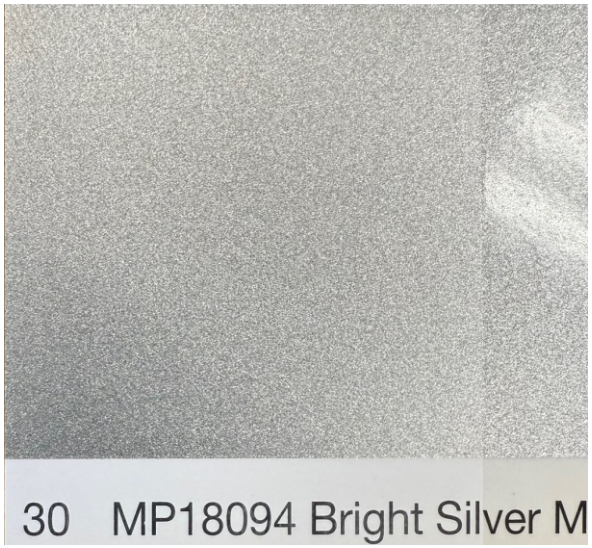
Non Illuminated Acrylic Letters



Side View



Satin Finish



SUBJECT: Approve the Mayor's Request to Prepare a Courtesy Water Leak Adjustment Program

SOURCE: City Manager's Office

COMMENT: The Mayor has requested that the City Council direct staff to prepare a proposed Courtesy Water Leak Adjustment Program for residential and commercial utility customers who experience unusually high utility bills resulting from qualifying water leaks.

A Courtesy Water Leak Adjustment Program generally provides a one-time billing adjustment to residential and commercial utility customers who experience an unexpected water leak that results in unusually high water consumption. Such programs typically establish eligibility criteria, documentation requirements, adjustment limitations, and administrative procedures to ensure the program is applied consistently and fairly while protecting the financial integrity of the City's water utility.

At this time, no Courtesy Water Leak Adjustment Program has been developed or evaluated by staff. Approval of the recommended action would direct staff to prepare a proposed Courtesy Water Leak Adjustment Program for City Council consideration. The proposed program would include recommended eligibility requirements, administrative procedures, adjustment criteria, fiscal impacts, and implementation considerations.

Approval of this item does not establish a Courtesy Water Leak Adjustment Program or adopt any policy. Staff will evaluate available options and return with the proposed program for discussion and consideration at the August 4, 2026, regular City Council meeting.

RECOMMENDATION: That the City Council approve the Mayor's request to direct staff to prepare and return with a proposed Courtesy Water Leak Adjustment Program for City Council consideration at the August 4, 2026, regular City Council meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

SUBJECT: Approve Councilmember Beltran's Request to Prepare a Mobile Home Park Rent Stabilization Ordinance

SOURCE: City Manager's Office

COMMENT: Councilmember Beltran has requested that the City Council direct staff to prepare a proposed Mobile Home Park Rent Stabilization Ordinance for City Council consideration.

A Mobile Home Park Rent Stabilization Ordinance generally establishes regulations governing rent increases for mobile home spaces within mobile home parks. Such ordinances typically include provisions addressing allowable rent adjustments, exemptions, notice requirements, administrative procedures, and enforcement mechanisms while balancing the interests of mobile home park residents and park owners.

At this time, no proposed Mobile Home Park Rent Stabilization Ordinance has been developed or evaluated by staff. Approval of the recommended action would direct staff to prepare a proposed ordinance for City Council consideration. The proposed ordinance would include recommended regulatory provisions, legal considerations, implementation procedures, stakeholder input, fiscal impacts, and administrative requirements.

Approval of this item does not adopt a Mobile Home Park Rent Stabilization Ordinance or establish any regulatory requirements. Staff will evaluate applicable state law, available policy options, and implementation considerations and return with a proposed ordinance for discussion and consideration at the next regular City Council meeting.

RECOMMENDATION: That the City Council approve Councilmember Beltran's request to direct staff to prepare and present a proposed Mobile Home Park Rent Stabilization Ordinance for City Council consideration at the next regular City Council meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

SUBJECT: Approve the Vice Mayor's Request to Prepare Amendments to the Unauthorized Camping Ordinance to Strengthen Protection of Public Spaces and Critical Infrastructure

SOURCE: City Manager's Office

COMMENT: The Vice Mayor has requested that the City Council direct staff to prepare proposed amendments to Article VII of Chapter 18 of the Porterville Municipal Code regulating unsafe and unauthorized camping and storage of personal property for City Council consideration.

The Vice Mayor has requested that staff evaluate amendments intended to strengthen protections for public spaces, including the City's pedestrian trail system, parks, City facilities, critical infrastructure, and other public spaces. In addition, the Vice Mayor has requested that staff evaluate enhanced enforcement mechanisms and penalties for violations consistent with applicable state and federal law.

The City's current Unauthorized Camping Ordinance (Ordinance No. 1914) is attached for reference. At this time, no proposed amendments to the ordinance have been developed or evaluated by staff. Approval of the recommended action would direct staff to prepare proposed amendments for City Council consideration. The proposed amendments would include recommended ordinance revisions, legal considerations, implementation procedures, operational impacts, stakeholder input as appropriate, fiscal impacts, administrative requirements, and enforcement options.

Approval of this item does not amend the Porterville Municipal Code or adopt any changes to the City's Unauthorized Camping Ordinance. Staff will evaluate applicable state and federal law, available policy options, implementation considerations, and recommendations from the City Attorney, Police Department, Fire Department, Parks & Leisure Services Department, and other affected departments and return with proposed ordinance amendments for discussion and consideration at the next regular City Council meeting.

RECOMMENDATION: That the City Council approve the Vice Mayor's request to direct

staff to prepare and present proposed amendments to Article VII of Chapter 18 of the Porterville Municipal Code regulating unsafe and unauthorized camping and storage of personal property for City Council consideration at the next regular City Council meeting.

ATTACHMENTS:

1. Ordinance No. 1914 - Amending Article VII of Chapter 18 Regulating Unsafe and Unauthorized Camping and Storage of Personal Property

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ORDINANCE NO. 1914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE VII OF CHAPTER 18 REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Porterville ("City") encourages the use of open spaces and facilities within the City by all members of the community; and

WHEREAS, all people have a right to be protected from environmental pollution and to live in and enjoy clean, healthful, and safe living conditions; and

WHEREAS, camping in undesignated campsites within the City limits creates unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public, for example when the camping has occurred in the Tule Riverbed or along the embankments, where there has been both severe flood and fire dangers to those camping and the public depending on the season; and

WHEREAS, camping in undesignated campsites within the City limits tends to degrade and even destroy the property upon which the camping is occurring, particularly in situations where an encampment is large and ongoing; and

WHEREAS, camping in undesignated campsites within the City limits not only detracts from the use of the property for its intended purposes but also can create dangerous conditions for the public; and

WHEREAS, the City has the authority to adopt regulations to ensure the public's health, safety, and general welfare, and desires to regulate camping within the City; and

WHEREAS, the U.S. Supreme Court, in the case of *Johnson v. City of Grants Pass*, 603 U.S. 520 (2024) ("Grants Pass") ruled that enforcement of generally applicable laws regulating camping on public property does not constitute cruel and unusual punishment, and local governments can enforce ordinances banning sleeping or camping on public property; and

WHEREAS, there are available low barrier overnight shelters operating within the City to serve individuals experiencing homelessness in the City; and

WHEREAS, the City has invested significant funds, resources, and time to assist persons experiencing homelessness to find temporary and permanent shelter and necessary public health services to address the causes of their homelessness, has sought to address the underlying issues contributing to homelessness and has striven to be a part of the solution. These City of Porterville actions and efforts include:

1. City Council, City Manager and staff participation on committees and sub-committees with service groups, regional non-profits, County Public Health Services, and other agencies to address causes of homelessness and work towards solutions.

2. The Police Department's creation, expansion, and continued operation of a SMART team to provide homeless liaison services to address needs of the unhoused within the City limits and encourage coordination or facilitate connections with available resources.

3. The City's development of low-barrier shelters, a Navigation Center, and permanent supportive housing to help support the needs of persons experiencing homelessness.

4. The City's support and collaboration with local service providers to assist individuals and families experiencing homelessness, with funding focused on emergency shelters, housing navigators, bridge housing and permanent supportive housing.

5. The City has transferred the City's portion of the National Opioid Settlement back to Tulare County to manage a regional effort to combat opioid-related issues that directly impact our unhoused population.

WHEREAS, despite the City's efforts the Police Department has found that a significant number of the City's homeless population routinely decline the City's offers of help for various reasons including, and many people experiencing homelessness refuse to accept services and refuse to move from encampments; and

WHEREAS, the City has experienced significant and continuing threats to public health and safety resulting from persons experiencing homelessness sleeping and camping in public spaces and unauthorized private locations in the City, including the following:

1. Homeless encampments raise a number of public health concerns related to waste, sanitation, and disease transmission. Unhoused people, like all other people, generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance and storing their possessions. Without any place or method of proper storage or disposal, the resulting piles of trash become food sources for rodents, breeding grounds for pathogens, fuel for fires, and unattractive nuisances to the public.

2. The opportunity for the spread of communicable diseases is increased in homeless encampments lacking basic sanitation services and waste collection, with some diseases such as hepatitis A and typhus more likely to occur in homeless populations.

3. Health and safety issues are presented by the violation of fire, building, electrical and other codes and standards for public health and safety, including the unauthorized and unpermitted use of electrical and utility connections, due to the potential and reality of unsafe and unhealthy conditions in encampments, posing life, safety, fire and health threats to both the occupants of the encampments, the general public and emergency responders.

4. Health and safety issues are exacerbated and compounded by larger encampments as there is an exponential increase in these health and safety issues the larger the encampment, including but not limited to both accumulation of trash and debris as well as the greater likelihood of the spread of disease.

5. The City regularly receives a large volume of emails, phone calls and in-person complaints regarding the encampments in the City, and the frequency and number of these complaints continues to increase.

6. The homelessness problem in Porterville impacts crime rates. Homelessness-related crime rates are significant both in terms of crimes against the homeless and also crimes committed by the homeless. During the period of January 1 through May31, 2025, the Porterville Police Department experienced a call volume of 10.22% of the total calls for service that were related to the City's unhoused population (with this percentage including complaints as well as arrests). Thus far in 2025 calls related to homelessness average approximately 9.82% of the total police calls per month.

7. Business owners and residents near encampments are confronted by trash, used needles, and human waste, and increased instances of open drug use, property damage, theft, and break-ins. They have seen their property values decline, their small businesses fail, and their public spaces become uninhabitable.

8. Businesses and residences near encampments experience physical impediments to access to public and private property which both impedes emergency responses, evacuation of occupants during an emergency, and general public access, as well as exacerbates the likelihood of conflict, intimidation and threats to the public safety for both the unhoused as well as all members of the public, and furthermore the collection of biohazard materials, human waste, trash and rubbish near businesses and residential areas contributes to a general decline in public health, safety and welfare.

9. Encampments near emergency shelters established for emergency evacuations during events such as winter rainstorms can cause barriers to access for evacuees.

10. Encampments near active construction sites, trash enclosures, areas with heavy vehicle use, and similar areas pose unique threats to both the unhoused as well as the operators of construction equipment and vehicles through unintentional yet predictable collisions and threats to health and safety.

11. Encampments on or near public utilities and critical infrastructure, such as stormwater, water and sewer infrastructure, fire stations, electrical wires and natural gas pipelines, pose unique safety, environmental and security issues and are generally closed to the public or have limited public access for safety, environmental and security reasons.

12. Unauthorized connections or taps to public utilities, as well as violation of fire, building, electrical and other codes and standards, create unsafe conditions and a potential life safety hazard for the occupant, the general public and emergency responders.

13. Encampments pose immense public health concerns as the rates of overdoses from drugs like fentanyl and heroin have increased substantially among the unhoused and encampments can provide an environment conducive to illegal drug consumption.

14. Abandoned encampment cleanups are performed by City Police officers and Parks and Leisure services department staff with police equipment, fire and City code enforcement officers and staff in an attempt to maintain and or control the spread of large encampments and this taxes public resources while unnecessarily exposing first responders and City staff to unhealthy and unsafe situations.

15. Fires in unsafe locations for cooking and warming occur at encampments increasing the risk of fires posing a threat to safety and health, and the City has had to respond directly to major fires caused by such activities over the years.

16. Accumulation of biohazard and medical waste occurs in and around encampments and these items end up in our creeks, storm drains, waterways, and beaches posing a direct threat to health and safety.

17. Severe blockage of storm drains and also the Tule Riverbed, due to excessive encampment debris and/or degradation of the river embankments leads to increased roadway and stream flooding and drain blockages during storms causing threats to health and safety.

18. During times of severe storms, unhoused camps are located in and must be evacuated from riverbeds; sloughs; embankments; low lying, unsafe areas; and storm drains due to increased risk of flooding, rapid water movement, and blockage of storm drains, posing safety threats to the residents of the encampments; and

WHEREAS, in light of these significant and continuing threats to public health and safety, the City previously adopted reasonable time, place and manner regulations on unauthorized camping, and now desires to adopt amendments consistent with the U.S. Supreme Court decision in Grants Pass, and that address additional issues and consideration; and

WHEREAS, the City finds that reasonable camping regulations for public property will best serve the public's health, safety, and general welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. CHAPTER 18, ARTICLE VII AMENDED. Article VII of Chapter 18 , entitled "Unauthorized Camping Regulations," is hereby amended as follows:

CHAPTER 18. ARTICLE VII – UNAUTHORIZED CAMPING REGULATIONS

Section 18-76 FINDINGS AND PURPOSE

A. As the City continues to offer assistance and services to persons experiencing homelessness, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with its limited resources.

B. The City Council acknowledges that although shelters have been established within the City, regionally there is a lack of nightly shelter beds and housing available for persons experiencing homelessness and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness.

C. The City Council acknowledges that some persons will live or shelter for survival outdoors until they are able or willing to access affordable or free shelter or housing. In Porterville, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City

property, on various private property without authorization, and at times on other public agency property owned by other public agencies.

D. Public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences.

E. The City owns limited property where camping can or should be allowed for reasons including but not limited to public health and safety concerns and issues created by the impact of camping on public property.

F. The City has had increasing concerns regarding public health and safety due to instances of camping on or in rights-of way and public property in or near waterways, streets, roads, sidewalks, schools, residences, businesses, critical infrastructure, public access points and similar locations. Public utility properties (e.g., stormwater, water, sewer) are environmentally and operationally sensitive and generally closed to the public or have limited access for safety, environmental and security reasons.

G. Over the long term and working with other governmental agencies and non-profit organizations, the City's belief is that people should not have to live outside and there are safer options.

H. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property, which are intended to be as compatible as possible with the needs of everyone in Porterville to be healthy, safe, and have access to public places.

I. Smaller camp sites support both the health and safety of people who are camping for survival on public property as well as the health and safety of the public.

J. It is the purpose and intent of the City Council to provide standards for camping and sheltering for survival on City rights-of-way and public property which will address issues such as fire risk, unsanitary conditions, health risks, public infrastructure security, public access impediments, trash, waste, damage to park features and plants, and public safety hazards to both people camping as well as neighboring businesses, residents and community members, as well as environmental degradation, which have occurred with longer-term camping in the City.

K. It is the intent of the City to evaluate each removal of a Campsite with considerations of public health and safety, including for the people who are sheltering in the camps, potential user conflicts, and available resources. The City intends to use a team approach and coordinate with other governmental agencies and non-profit organizations as appropriate. When the City requires a person experiencing homelessness to remove a Campsite, through these regulations, it intends to provide the person adequate time to remove the Campsite before the City removes the Campsite, to secure any personal property with reasonable utility or reasonable value for the person to retrieve at a later date, and to clean the former Campsite to address threats to public health and safety.

Section 18-77 DEFINITIONS

The following words and phrases, when used in this Chapter, shall have the meaning ascribed to them by this section unless it is apparent from the context that another meaning is intended.

A. "Camp" or "Camping" means residing in or using any public property for one or more days or nights for sheltering or living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or using any tents, or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire using Bunsen burners or other heating items, or regularly cooking meals. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person is using public property as a living accommodation or sheltering for one or more days or nights.

B. "Camp Facilities" include, but are not limited to, tents, huts, or similar temporary shelters consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied or affixed to a structure or bush to create an enclosed area.

C. "Camp Materials" includes but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, shopping carts, recyclable material and/or non-City designated cooking or heating facilities and similar equipment, or personal possessions that would facilitate one's use of a park, public property, or any portion of the public right-of-way as a temporary residence.

D. "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.

E. "Enforcement Personnel" means the employee(s) of the City, including but not limited to sworn police officers, and code enforcement officers authorized by the City to seek compliance with, and enforce, the regulations, requirements, and rules of this.

G. "Fire Severity Zones" means mapped area as defined by the Office of State Fire Marshal that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high).

H. "Greywater" means untreated wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines and the like. It does not include any toilet discharge, unhealthy bodily wastes, or manufacturing wastes.

I. "Hazardous Water" means sewage, toilet discharge, unhealthy bodily wastes, manufacturing wastes and the like.

J. "Landscaped Area" means any manicured or natural ground covered areas including but not limited to flower beds, bushes, brush areas, or shrubs.

K. "Personal Property" means any tangible property and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

L. "Playground" means any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on City, county, or State park grounds.

M. "Public Property" means any publicly owned property in the City, whether improved or unimproved, including, but not limited to, any of the following: public alleyways; public parking lots; public passageways; public streets; public rights-of-way; freeway on-ramps and off-ramps; publicly owned, maintained, or operated parks and/or playgrounds; publicly owned, maintained, or operated landscaped areas or greenbelts; publicly owned fences, trees, light poles, or equipment boxes; publicly owned, maintained, or operated open spaces including, but not limited to, public facilities or buildings of any kind; public sidewalks, curbs, and gutters; public educational institutions; or other government owned, maintained, or operated properties located within the City.

N. "Public Utilities" means every common carrier, toll bridge corporation, pipeline corporation, gas corporation, electrical corporation, telephone corporation, telegraph corporation, water corporation, sewer system corporation, and heat corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof, as defined by Public Utilities Code section 216, and as amended.

O. "Rights-of-Way" means all City-owned or controlled rights-of-way, whether in fee title or as holder of a public easement for right-of-way or public access purposes. Public rights of-way include but are not limited to any public road, street, sidewalk, or private street or other property that is subject to a public access easement dedicated or granted to the City for vehicular use, pedestrian use, utilities or other means, and any planter strip or landscaped area located adjacent to or contained within streets that is part of the public right-of-way.

P. "School" means any institution, facility, or organization, whether public or private, that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education. School for purposes of this section does not include vocational or professional institutions of higher education, including a community or junior college, college, or university. The setback shall be calculated from the school property boundaries.

Q. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

R. "Transportation Facility Loading Area" means that area within 200 feet of where trains, buses or any form of public transportation loads or unloads passengers.

S. "Vehicle" means a "motor vehicle" as defined by California Vehicle Code, section 415 and includes a "recreational vehicle" as defined by California Health and Safety Code, section 18010(a).

Section 18-78 RESTRICTIONS AND TIME, PLACE AND MANNER REGULATIONS

It is unlawful and a public nuisance for any person to camp on Public Property when there is available space for the person(s) at a shelter location where the person(s) is eligible and is qualified to go. If there is no available shelter space, persons who do not have any other permanent residence or domicile and/or are involuntarily experiencing homelessness are prohibited from camping on certain public property as specified pursuant to this Article, and as restricted pursuant to any administrative rules and policies promulgated by the City Manager, or designee, adopted after the Effective Date of this Ordinance, in accordance with this Article. Additionally, camping, sheltering or lodging (or other activities) in a public place in violation of any applicable State or Federal law is prohibited.

A. Time. Unless otherwise specified, any Camping or Camp, where allowed, may only occur for 12 hours at a time in any one location. After 12 hours in one location, the Camp and all associated Camp Materials must be moved at least one street block or 600 feet, whichever is greater, to another location (where the activity is not otherwise prohibited).

B. Place. Camping is not allowed at any time in any of the following places:

1. Within a residentially zoned property boundary or within any area zoned Residential, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.

2. Within any Mixed-Use Overlay Zone, as determined by the City of Porterville Zoning Map and the Porterville Municipal Code.

3. Any place where Camping, a Camp, or Camp Materials create a physical impediment preventing emergency or non-emergency ingress, egress or access to public or private property, including but not limited to, on public sidewalks, alleyway or other public rights-of-way, driveways providing access to vehicles, and entrances or exits from buildings and/or other real property; and, within 15 feet of any fire hydrant.

4. Any vehicle lane, bicycle lane, roundabout within any public right-of-way, or Transportation Facility Loading Area, or under or on any bridges.

5. Within 1000 feet from any shelter both established for emergency evacuations as well as approved under the Porterville Municipal Code and/or approved consistent with any applicable provision of State or federal law.

6. On any street or public rights-of-way, unless expressly authorized by the City.

7. Within, or within an additional distance boundary as set by Resolution, any School.

8. Within, or within an additional distance boundary as set by Resolution, any Playground.

9. At the following public property: Porterville City Hall, any City-operated Community Center, Porterville Veterans Hall, Porterville Public Library, and Zalud House.

10. On, or within an additional distance boundary as set by Resolution, riverbeds, river embankments, sloughs, waterways, levies, water wells, storm basins or any publicly

owned water, sewer or storm drain infrastructure (e.g., sewer lift stations, storm water pump stations or structures).

11. Within, or within an additional distance boundary as set by Resolution, Critical Infrastructure.

12. Within, or within an additional distance boundary as set by Resolution, either a very high Fire Severity Zone or a high Fire Severity Zone.

13. In, or within an additional distance boundary as set by Resolution, Refuse Service Containers (all bin and curbside service containers, in addition to designated Refuse trash enclosures).

14. On or within a certain specified distance of any other Public Property as may be designated from time to time by Resolution of the City Council, with recommendations from the City Manager, Police Chief and Fire Chief, or their designees.

C. Manner. Camping, when not otherwise prohibited, is subject to all of the following limitations and regulations:

1. Individuals, Camp Materials, Camps, or personal property may not obstruct, block, prevent access to, or impede: sidewalk accessibility or passage; clear vision of moving vehicles or bicycles; usage of fire hydrants; usage or function of Public Utilities, Critical Infrastructure, or other City infrastructure; or, otherwise obstruct, block, prevent access to, or impede the use of the Rights-of-Way for vehicular, pedestrian, bicycle, or other passage.

2. A Camp or Camping shall be limited to a spatial footprint of no greater than 12 feet by 12 feet, or 144 square feet, and shall have a smaller footprint if necessary to comply with the restrictions set forth in this Chapter. The intent of this section is to allow a person to sleep protected from the elements and maintain the essentials for living, while still allowing others to use public spaces as designed and intended.

3. To prevent larger Camping sites from forming and the impacts to public health and safety that can result, a Camp shall not be within a one hundred fifty (150) foot radius of any other Camp, unless otherwise explicitly authorized by City regulation, and only under such conditions adopted by the City and permitted by this Code.

4. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no reasonable utility or reasonable value, as determined by the City, in public rights-of-way, on City property, or on any adjacent public or private property.

5. Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by the Porterville Fire Department, or the Porterville Police Department, are prohibited. Types of flameless cooking stoves and other flameless devices for keeping warm, as consistent with this subsection, are permitted. Additionally,

any and all fires, to the extent allowed by this Section, must comply with all State and local laws.

6. Dumping of Greywater or Hazardous Water into any facilities or places not intended for Greywater or Hazardous Water disposal is prohibited. This includes but is not limited to City streets, public rights-of-way, public waterways, and storm drains, which are not intended for disposal of Greywater or Hazardous Water.

7. Unauthorized connections or taps to Public Utilities, including but not limited to such connections or taps that cross over City property, roadways, rights-of-way, driveways, streets, sidewalks, fences, and private property are prohibited.

8. Violations of building codes, fire codes, and other relevant codes or standards for health and safety are prohibited.

9. Obstruction of, or attachment of Camp Materials or personal property to, fire hydrants, utility poles, Public Utilities infrastructure, public infrastructure, fences, trees, vegetation, vehicles, bridges/infrastructure, or buildings is prohibited.

10. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents, and similar items used for shelter that are readily portable, are not structures for purposes of this section.

11. Storage of personal property such as vehicle tires, bicycles, or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, propane tanks, combustible material or gases, or other items or materials, is prohibited, other than what is related to camping, sleeping, or keeping warm and dry, and only to the extent that such items are used in a safe manner.

12. Digging, excavation, terracing of soil, alteration of ground, water or infrastructure, or damage to vegetation or trees is prohibited.

13. All animals in the custody, ownership, or companionship of an individual, must be leashed or crated at all times.

14. Camps shall consist of no more than two adult persons, their minor dependents, two animals (e.g., dogs) that are leashed or crated at all times, and one tent.

Section 18-79 ENFORCEMENT

A. Voluntary Compliance. The enforcement personnel shall make a good faith effort to contact the person violating this Chapter and provide a reasonable opportunity to cure or remedy the alleged violation. Enforcement Personnel shall make a good faith effort to determine whether the person subject to enforcement has been referred to service providers and/or local non-profit assistance organizations and make a referral if it appears none has been made.

B. Notice of Violation

1. 24 Hour Notice. Prior to implementing any of the enforcement mechanisms provided for in this Chapter to remove a Campsite and/or Camp Facilities because of violations of this Chapter,

the Enforcement Personnel shall provide occupants of a Campsite or Camp Facilities, at least 24 hours in advance of any action to remove the Campsite or Camp Facilities, notice both to remove the camp within 24 hours consistent with the requirements of this Chapter as well as of the intent by the City to remove the Campsite or Camp Facilities in no less than 24 hours (the "notice"). The notice shall be in writing and shall be posted on or near the Campsite or Camp Facilities, so as to reasonably communicate the notice to persons living at the or Camp Facilities but not present during the attempt to provide notice. In addition, the Enforcement Personnel shall make a good faith effort to personally provide the written notice to the occupant(s) of the Campsite or Camp Facilities present at the time the Enforcement Personnel posts the notice. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp within 24 hours consistent with the requirements of this Chapter shall constitute a violation of this Chapter. The notice shall contain the following information:

a. The location of the Campsite or Camp Facilities;

b. The date and time notice was posted;

c. A statement that the Campsite or Camp Facilities violates this Chapter;

d. An advisement that the City will remove the Campsite or Camp Facilities 24 hours after the date and time of the notice;

e. Information about any housing, shelter, or homeless services available for occupants of the Campsite or Camp Facilities, the phone number and address to contact in order to obtain such housing, shelter, or homeless services, if available, and information about obtaining free transportation, if available, to such housing, shelter, or homeless services;

f. An advisement that any personal property remaining at the Campsite or Camp Facilities site when the Enforcement Personnel returns to remove the Camp Facilities will be impounded for no fewer than 60 days, or as provided for by applicable law, and will be discarded thereafter if not claimed; and

g. The address, phone number, and operating hours of the location where the personal property will be stored and may be retrieved, being a staging or storage area managed by the Porterville Fire Department – Code Enforcement Unit, or as otherwise designated by the City, and that the City will charge no fee for storage or retrieval.

2. Less Than 24 Hour Notice. The notice detailed above may establish a shorter time for the removal of the encampment if the Enforcement Personnel have determined the conditions at the Campsite or Camp Facilities requires removal of the Campsite or Camp Facilities in less than 24 hours to avoid a potential emergency or threat to public health or safety, such as possible site contamination by hazardous materials or when there is reasonable potential danger to human life or safety. Failure of the occupant(s) of the encampment to comply with the notice's requirements to remove the camp consistent with the requirements of this Chapter shall constitute a violation of this Chapter.

3. Illegal Activity or Exceptional Emergency. Enforcement personnel may remove a Campsite or Camp Facilities without providing the notice described above in the following circumstances:

a. When there is probable cause for law enforcement officials to believe that illegal activity, other than camping, is occurring at a Campsite or Camp Facilities, or in the immediate vicinity of an Established Campsite or Camp Facilities; or

b. When there is probable cause for law enforcement officials to believe that the property that comprises a Campsite or Camp Facilities is being used or is intended to be used to commit or facilitate the commission of otherwise illegal activity; or

c. In the event of an exceptional emergency, such as significant evidence of site contamination by hazardous materials or when there is immediate danger to human life or safety.

C. Removal of a Campsite or Camp Facilities. If the occupant(s) fail to comply with the request for voluntary compliance set forth in subsection A above, and after the enforcement personnel comply with the requirements set forth in subsection B above, any Camp, Camp Materials, or personal property in violation of any of the standards in this Chapter may be removed or cleaned-up by the City or its designated contractors, and the enforcement personnel may take appropriate actions to remove a Campsite or Camp Facilities and enforce this Chapter, consistent with the following:

1. When removing Camp Facilities, or individuals, Camp Materials, or personal property from a Campsite, enforcement personnel will make reasonable efforts to remove individuals without the use of force or citation.

2. When removing personal property, the City shall make reasonable efforts to determine if the property belongs to an individual and has any reasonable utility or reasonable value. "Personal belongings" include 1) items of apparent value of $50 or more; and/or 2) items of apparent personal value, including but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, habitable tents, personal papers (such as photographs, albums, ID's , bank statements, and legal papers), backpacks, container, and operational bicycles, scooter, and strollers. The City shall make reasonable efforts to identify which Campsite the property was removed from, to aid in connecting people with their property. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and need not be stored.

3. Weapons, drug paraphernalia, or other contraband, and items that appear to be either stolen or evidence of a crime, shall be provided to law enforcement officials.

4. Following removal of personal property from City property or rights-of-way, the City shall post a notice at or as near as possible to the location the property was collected and on the City's website, stating where the personal property is being stored, and listing the phone number and hours a person claiming ownership can collect or make arrangements to collect their personal property.

5. After a Campsite or Camp Facilities has been removed, then at the recommendation of the Police Chief or Fire Chief on the basis of public health and safety, the City Manager may order

that no camp be set up in that same location or a 100-foot. The City shall post signs informing the public that camping is prohibited at the location.

D. Removal and Storage of Personal Property or Camp Materials During Removal of a Campsite or Camp Facilities. Personal property or Camp Materials may be removed from City rights-of-way, City property, or a Camp, during removal of a Campsite or Camp Facilities pursuant to Section C above, if in violation of the provisions of this Chapter, as provided for herein.

1. Personal property removed from City rights-of-way or City property and unclaimed at the time of removal will be stored by the City for a minimum of sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

2. Items that are perishable, that have no reasonable use or value, that are not identifiable as belonging to an individual, or that are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination, will be considered garbage, discarded, and will not be stored. Property discarded, dumped, or otherwise abandoned in the City rights-of-way or on public property may be immediately discarded.

3. The City will store personal property at a storage facility at or near a designated City facility, where people can reasonably retrieve belongings. Notwithstanding any otherwise applicable City policy or procedure, all items collected and stored pursuant to this Chapter that reasonably appear to have a monetary value at the time of collection of less than one thousand dollars ($1,000) shall be stored at a storage facility, and items that reasonably appear to have a monetary value at the time of collection of one thousand dollars ($1000) or more shall be separately stored for safekeeping with the Porterville Police Department ("MBPD").

4. The City will make reasonable efforts to provide a range of times the storage facility will be available for people to collect their personal property. The City may dispose of any personal property that remains unclaimed after sixty (60) days, or the duration (if shorter in time) allowed by applicable State or federal law, counting from the day of the removal as day one.

Section 18-80 VIOLATIONS

A citation for a violation of this Article shall be for an infraction. At the City's discretion, it may issue Administrative Citations under Chapter 2, Article 14 of this Code. Citations will be issued only when other means of achieving compliance have been unsuccessful or are not practicable for the particular situation. Additionally, the City reserves the right to enforce this Article in accordance with Chapter 1, Sections 1-9 and 1-10 of this Code, to the extent consistent with this Article and Section.

Section 18-81 SUSPENSION OF ENFORCEMENT

The City Council, Manager, or designee, as otherwise specified is specifically authorized to modify or suspend enforcement of any section or part of this Article in the event of a declared emergency, pursuant to applicable State or Federal Law, City regulations, administrative rules or policies, weather conditions (including but not limited to extreme heat or cold), or for any other reason within the City Council or City Manager's authority, regardless of whether an emergency has been declared. In addition,

the City Manager may suspend the enforcement of regulations contained in this Chapter when the City Manager, or designee, has determined a person does not have access to shelter and is engaged in case management or behavioral health services, or when necessary or appropriate to respond to a person's disability, or as further set forth in any administrative policies implementing this Article adopted by the City Manager, or designee pursuant to Section 18-82.

Section 18-82 ADOPTION OF ADMINISTRATIVE RULES

The City Manager, or designee may adopt administrative rules or policies governing or guiding enforcement of this Chapter, consistent with the intent of this Chapter, including but not limited to ensuring consistent and appropriate enforcement for various circumstances. These administrative rules or policies should ensure that enforcement is tailored to various circumstances, including but not limited to situations where a person has a disability under the Americans with Disabilities Act, where minor children are present or otherwise involved, where a person has employment obligations that may relate to their ability to comply with this Chapter, or for other reasons that may support discretion in enforcement.

Section 18-83 METHODS OF ENFORCEMENT NOT EXCLUSIVE

Methods of enforcement for violations of this Chapter are not exclusive and may consist of multiple enforcement mechanisms where legally authorized and appropriate. However, the intent of the City is to always resolve violations at the lowest possible level, and to engage to seek compliance and solve problems while maintaining the dignity of all involved.

Section 18-84 OVERNIGHT CAMPING ON PRIVATE PROPERTY

It is unlawful to camp on private property without the property owner's consent, or to camp on private property in such a manner in violation of applicable law or this Code or as to cause blight or a public nuisance, or to disturb the peace and quiet enjoyment of the adjacent property owners and neighbors. For the purposes of this section, an unlawful encampment includes but is not limited to an area of private property , upon which any person has settled or located, or which they occupy, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and/or which is occupied or inhabited by such person in violation of section 103 of the California Building Code or Chapter 7 of this Code (Uniform Building Codes as adopted by the City). Camping inside a motor vehicle shall only be permitted if done in a manner otherwise consistent with this Section and if otherwise (and to the extent) permitted under this Code or applicable law.

Notwithstanding the other restrictions in this Section, camping shall not be permitted on private property where it is conducted in such a manner as to create inadequate sanitation, any trafficking in illegal drugs, or with such frequency, intensity or duration as to constitute a use of land prohibited under Chapter 21 of this Code (zoning regulations), nor where any fee, charge or other monetary consideration is collected for the privilege of Camping or for any services or the use of any facilities related thereto (unless such use/activity has been expressly permitted by the City).

Notwithstanding this Section or other applicable regulations in this Code, camping, lodging (or other activities) on private property in violation of any applicable State or Federal law is prohibited.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. POTENTIAL CONFLICTS. All ordinances, parts of ordinances, City resolutions or policies, and the like, in conflict with those sections amended or added herein to the Porterville Municipal Code, are hereby expressly superseded by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify as to the passage and adoption of this ordinance, and the City Clerk shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED AND ADOPTED this 5th day of August, 2025.

Greg Meister

Greg Meister, Mayor

ATTEST:
Richard Tree, Interim City Clerk

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

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

I, RICHARD TREE, the duly qualified Interim City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1914, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 5th day of August, 2025, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 4th day of September, 2025, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

CITY OF PORTERVILLE * INCORPORATED MAY 7, 1902 *

RICHARD TREE, Interim City Clerk

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

SUBJECT: Approve Councilmember Green's Request to Prepare a Electric Bicycle Ordinance

SOURCE: City Manager's Office

COMMENT: Councilmember Green has requested that the City Council direct staff to prepare a proposed ordinance regulating the use of electric bicycles within City parks and on City-owned multi-use trails for future City Council consideration.

Electric bicycles have become increasingly popular throughout California and are commonly used for recreation and transportation. While California law establishes a statewide framework governing the classification and operation of electric bicycles, local agencies may regulate the use of electric bicycles within parks, recreational facilities, and other public property under their jurisdiction where authorized by state law.

At this time, staff has not prepared or evaluated a proposed ordinance regulating electric bicycles within City parks or on City-owned multi-use trails. Approval of the recommended action would direct staff to research applicable state law, evaluate regulatory options adopted by other jurisdictions, and prepare a proposed ordinance for City Council consideration. The proposed ordinance would include recommended operational regulations, legal considerations, enforcement provisions, fiscal impacts, and implementation requirements.

In addition, Councilmember Green has requested that staff prepare public information to educate residents regarding California's electric bicycle laws, including the minimum rider age and helmet requirements applicable to Class 3 electric bicycles. Staff will develop educational materials for public distribution to improve awareness and promote voluntary compliance with existing state law.

Approval of this item does not adopt an ordinance or establish any new regulations. Staff will return with a proposed ordinance and related public education materials for future City Council discussion and consideration.

RECOMMENDATION: That the City Council:
1. Approve Councilmember Green's request to direct staff to prepare and present a proposed ordinance regulating electric bicycles within City parks and on City-owned multi-use trails for future City Council consideration; and
2. Develop public education materials regarding California electric bicycle laws, including the minimum rider age and helmet requirements for Class 3 electric bicycles.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

SUBJECT: Landscape and Lighting Maintenance District

SOURCE: Parks and Leisure Services

COMMENT: The City maintains seventy-seven (77) Landscape and Lighting Maintenance Districts (LLMDs) that fund the maintenance of neighborhood landscaping, street lighting, and other public improvements that benefit specific developments throughout the community. State law requires the City to annually review each district, prepare an Engineer's Report, conduct a public hearing, and confirm the annual assessments before they may be placed on the Tulare County property tax roll.

At its June 16, 2026 meeting, the City Council approved the preliminary Engineer's Report for Fiscal Year 2026-2027, which identified the proposed assessments for each Landscape and Lighting Maintenance District. Following the required public hearing, the confirmed assessments will be submitted to the County of Tulare by August 10, 2026, for collection through the annual property tax roll.

The Engineer's Report provides a financial analysis for each district, including anticipated maintenance costs, projected expenditures, and available fund balances. Each year, staff evaluates these factors to determine whether an assessment is necessary and, if so, the appropriate assessment amount. Based on this review, staff determined that several districts have sufficient available fund balances to meet anticipated maintenance costs and therefore do not require an assessment during Fiscal Year 2026-2027.

This annual review helps ensure that assessments remain appropriate, district reserves are responsibly managed, and property owners are assessed only when necessary to fund ongoing maintenance obligations.

RECOMMENDATION: That the City Council:
1. Conduct the required Public Hearing regarding the proposed Fiscal Year 2026-2027 Landscape and Lighting Maintenance District assessments and receive public comments or protests; and

2. Adopt the draft Resolution ordering the continued maintenance of the Landscape and Lighting Maintenance Districts, confirming the Engineer's Report, and approving the Fiscal Year 2026-2027 assessments.

ATTACHMENTS:
1. Engineer's Report
2. LLMD Continued Maintenance Resolution

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Deputy City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2026-2027 FISCAL YEAR

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number 39-2026. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 6 = Northpointe includes Subdivision lighting located south of Westfield Avenue and east of Matthew Street.
6. Annexation No. 7 = Quail Park Phase One Subdivision lighting located west of North Lime Street and north of East Mulberry Avenue includes payment of street lighting.
7. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
8. Annexation No. 11 = New Horizons Phase One Subdivision includes lighting located north of West Springville Avenue and south of West Parkway Drive.
9. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
10. Annexation No. 15 = Northpointe Phase Two Subdivision includes lighting maintenance located south of West San Lucia Avenue and east of North Matthew Street.

11. Annexation No. 16 = New Horizons Phase Two Subdivision includes lighting located on the corner of Indiana Street and Springville Avenue.

12. Annexation No. 19 = Castle Woods Phase One Subdivision includes landscape and lighting maintenance located west of North Newcomb Street and south of West Castle Avenue.

13. District No. 2 = North Creek Estates located on Westwood north of Westfield and Mulberry Avenue.

14. District No. 3 = New Expressions Phase I Subdivision located along Newcomb Street.

15. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.

16. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.

17. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough

18. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.

19. District No. 8 = River Breeze located on Newcomb Street Between Pasty and Spring Streets.

20. District No. 9 = Orchard Ridge Phase Three Subdivision located on Mathew Street, Nancy Avenue, Cheryll Avenue and Belmont Street includes lighting maintenance.

21. District No. 11 = Orchard Ridge Phase Five Subdivision located on Mathew Street, LaVida Avenue, Michael Street and Julieann Avenue includes lighting maintenance.

22. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way.

23. District No. 13 = River Ranch Phase Three located along Newcomb Street, Lloyd Avenue and Patsy Street includes landscape and lighting maintenance.

24. District No. 14 = River Springs Phase Two Subdivision located on River Avenue, Beverly Street, Date Avenue and River Springs Drive includes lighting maintenance.

25. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.

26. District No. 16 = New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail includes landscape and lighting maintenance.

27. District No. 17 = Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street includes lighting.

28. District No. 19 = Williams Ranch Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance.

29. District No. 20 = West View Place Subdivision located on Median Avenue.

30. District No. 22 = Meadowood Phase Two Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street includes landscape and lighting maintenance.

31. District No. 23 = Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.

32. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.

33. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.

34. District No. 27 = New Expressions Phase Three Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street includes landscape and recreation area maintenance.

35. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.

36. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court includes lighting maintenance.

37. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.

38. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.

39. District No. 33 = Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision located south of West Parkway Drive and north of West Springville Avenue.

40. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.

41. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.

42. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.

43. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street

44. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.

45. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.

46. District No. 41 = Beverly Glenn Subdivision, located between Lotus and Beverly Streets, including Date Avenue.

47. District No. 42 = Sierra Estates Subdivision, located east of Leggett Street and including Grand Avenue, South Place, Doree Place and Maurer Street. It also includes stub streets for Belleview and Kanai Streets.

48. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.

49. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.

50. District No. 45 = New Expressions Phase Five Subdivision, located along Parkway Drive and Indiana Street and includes Cloverleaf, Wisconsin, Bay Oak and Milo Streets.

51. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

52. District No. 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.

53. District No. 50 = Right-of-way along of frontages of Parkwest Street, Monte Lane, and Heritage Lane of Riverview Estates Phase 5.

54. District No. 53 = Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace.

55. District No. 54 = Windsor Court Cambria Subdivision, located on the northwest corner of Henderson Avenue and Elderwood Street includes landscape and lighting maintenance

56. District No 56 = Royal Oaks Phase One and Two Subdivision, located along the eastside of South Indiana Street between Brown Avenue and the Poplar Ditch.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2026-2027 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 6, 7,10,11,14, 15, 16 and 19; Districts 2, 3, 4, 5, 6,7, 8, 9,11,12,13,14, 15, 16, 17, 19, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 53, 54 and 56.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A".

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	7,709.62
Maintenance:	22,100	sq.ft. of landscaping area						
Project Management:	22	lots, plus remainder parcel						
Maintenance:								
1. Landscape	22,100	sq.ft.	@	$	0.190	=	$	4,199.00
2. Utilities	22,100	sq.ft.	@	$	0.150	=	$	3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	$	0.100	=	$	2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	$	0.005	=	$	110.50
5. Printing/Postage	22,100	sq.ft.	@	$	0.004	=	$	77.35
				$	0.449	=	$	9,911.85

Maintenance	22,100	sq.ft.	x	$	0.449	=	$ 9,911.85
Administrative Fee	$ 9,911.85		x	$	0.10		$ 991.19
County Fee	22		x	$1.00/per lot			$ 22.00
Reserves 15% of total cost of maintenance							$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit							
							$ 12,411.81

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment - F}}{L}$$

L = Number of lots

F = Assessment for remainder parcel

The 2026/2027 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment **F = $12,411.81 x .20 = $2,482.36 for remainder**
A = ($12,411.81-$2,482.36)/22 = $451.33 per lot in Unit One

2025/2026 Assessment **F = $12,411.81 x .20 = $2,482.36 for remainder**
A = ($12,411.81-$2,482.36)/22 = $451.34 per lot in Unit One

2026/2027 Assessment **F = $12,411.81 x .20 = $2,482.36 for remainder**
A = ($12,411.81-$2,482.36)/22 = $451.34 per lot in Unit One

Annexation No. 4 - La Vida Park
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	5,965.62
Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall						
Project Management:	17	lots						
Maintenance:								
1. Landscape	3,790	sq.ft.	@	$	0.450	=	$	1,705.50
2. Utilities	3,790	sq.ft.	@	$	0.400	=	$	1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@	$	0.150	=	$	568.50
4. Tree Maintenance	3,790	sq.ft.	@	$	0.100	=	$	379.00
5. Printing/Postage	3,790	sq.ft.	@	$	0.020	=	$	75.80
				$	1.120	=	$	4,244.80

Maintenance	3,790	sq.ft.	x	$	1.120	=	$ 4,244.80
Administrative Fee	$ 4,244.80		x	$	0.10	=	$ 424.48
County Fee	17		x	$1.00/per lot		=	$ 17.00
Reserves 15% of total cost of maintenance						=	$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ 269.70
							$ 5,592.70

Estimated Cost Per Year	**$ 5,592.70** / **17**	=	**$**	**328.98**
2025/2026 Assessment	**$ 6,172.45** / **17**	=	**$**	**363.09**
2026/2027 Assessment	**$ 6,172.45** / **17**	=	**$**	**363.10**

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$ 725.10
Maintenance:	Lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens				
Project Management:	81	lots				

1. Utilities	6 @ 5,800 lumens	x	$ 104.16	=	$	624.96
	11 @ 9,500 lumens	x	$ 125.16	=	$	1,376.76
2. Printing/Postage	1 @		$ 75.00	=	$	300.00
					$	2,301.72

Maintenance	$2,301.72	x	1	=	$	2,301.72
Administrative Fee	$2,301.72	x	$ 0.10	=	$	230.17
County Fee	81	x	$1.00/per lot	=	$	81.00
Reserves 15% of total cost of maintenance					$	345.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	2,958.15

Estimated Cost Per Year	**$ 2,958.15**	=	**$**	**36.52**
	81			
2025/2026 Assessment	**$ 933.72**	=	**$**	**11.52**
	81			
2026/2027 Assessment	**$ 933.72**	=	**$**	**11.52**
	81			

Annexation No. 7 - Quail Park
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	63.82
Maintenance:	Lighting:	2 ea. @ 5,800 lumens					
Project Management:	12	lots					
1. Utilities	2 @ 5,800 lumens	x	$	104.16	=	$	208.32
2. Printing/Postage	1 @		$	12.00	=	$	12.00
						$	220.32
Maintenance	$220.32	x		1	=	$	220.32
Administrative Fee	$300.00	x	$	1.00	=	$	300.00
County Fee	12	x		$1.00/per lot	=	$	12.00
Reserves 15% of total cost of maintenance						$	33.05
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	565.37

Estimated Cost Per Year	**$ 565.37 / 12**	=	**$**	**47.11**
2025/2026 Assessment	**$0.00 / 12**	=		**$0.00**
2026/2027 Assessment	**$ 120.00 / 12**	=	**$**	**10.00**

Annexation No. 10 - Westview Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025 $ 4,135.09

Maintenance:	1,307	sq. ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots

Maintenance:							
1. Landscape	1,307	sq.ft.	@	$ 0.600	=	$	784.20
2. Utilities	1,307	sq.ft.	@	$ 0.400	=	$	522.80
3. Repair/Maintenance	1,307	sq.ft.	@	$ 0.300	=	$	392.10
4. Printing/Postage	1,307	sq.ft.	@	$ 0.058	=	$	75.81
				$ 1.358	=	$	1,774.91

Maintenance	1,307	sq.ft.	x	$ 1.358	=	$ 1,774.91
Administrative Fee	$ 1,774.91		x	$ 0.10	=	$ 177.49
County Fee	16		x	$1.00/per lot	=	$ 16.00
Reserves 15% of total cost of maintenance					=	$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$ 153.40
						$ 2,388.04

Estimated Cost Per Year **$ 2,388.04 / 16 = $ 149.25**

2025/2026 Assessment **$ 4,462.24 / 16 = $ 278.89**

2026/2027 Assessment **$ 4,462.24 / 16 = $ 278.90**

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	657.73
Maintenance:	Lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens					
Project Management:	62	lots					
1. Utilities	6 @ 5,800 lumens	x	$	104.16	=	$	624.96
	11 @ 9,500 lumens	x	$	125.16	=	$	1,376.76
	2 @ 16,000 lumens	x	$	163.68	=	$	327.36
2. Printing/Postage	1 @		$	75.000	=	$	75.00
						$	2,404.08

Maintenance	$	2,404.08	x		1	=	$	2,404.08
Administrative Fee	$	2,404.08	x	$	0.10	=	$	240.41
County Fee		62	x		$1.00/per lot	=	$	62.00
Reserves 15% of total cost of maintenance						=	$	360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	112.06
							$	3,179.16

Estimated Cost Per Year	**$**	**3,179.16**	=	**$**	**51.28**
		62			
2025/2026 Assessment	**$**	**955.45**	=	**$**	**15.41**
		62			
2026/2027 Assessment	**$**	**955.45**	=	**$**	**15.42**
		62			

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	717.95
Maintenance:	3,030	sq. ft. of landscaping area						
Lighting:	3	ea. @ 5,800 lumens						
Project Management:	8	lots						
Maintenance:								
1. Landscape	3,030	sq.ft.	@	$	0.050	=	$	151.50
2. Utilities	3,030	sq.ft.	@	$	0.130	=	$	393.90
3. Repair/Maintenance	3,030	sq.ft.	@	$	0.030	=	$	90.90
4. Printing/Postage	3,030	sq.ft.	@	$	0.025		$	75.75
				$	0.235	=	$	712.05
Maintenance	3,030	sq.ft.	x	$	0.235	=	$	712.05
Administrative Fee	$ 712.05		x	$	0.10	=	$	71.21
County Fee	8		x	$1.00/per lot		=	$	8.00
Reserves 15% of total cost of maintenance						=	$	106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	64.29
							$	962.36
Estimated Cost Per Year				**$**	**962.36**	=	**$**	**120.29**
					8			
2025/2026 Assessment				**$**	**1,824.69**	=	**$**	**228.09**
					8			
2026/2027 Assessment				**$**	**962.40**	=	**$**	**120.30**
					8			

Annexation No. 15 - Northpointe Phase 2 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	191.89
Maintenance:	Lighting:	5 ea. @ 5,800 lumens 1 ea. @ 9,500 lumens					
Project Management:	59	lots					
1. Utilities	5 @ 5,800 lumens	x	$	104.16	=	$	520.80
	1 @ 9,500 lumens	x	$	125.16	=	$	125.16
2. Printing/Postage	1 @		$	59.00	=	$	59.00
						$	704.96
Maintenance	$704.96	x		1	=	$	704.96
Administrative Fee	$350.00	x	$	1.00	=	$	350.00
County Fee	59	x		$1.00/per lot	=	$	59.00
Reserves 15% of total cost of maintenance						$	105.74
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	1,219.70

Estimated Cost Per Year			**$**	**1,219.70**	=	**$**	**20.67**
				59			
2025/2026 Assessment				**$0.00**	=		**$0.00**
				59			
2026/2027 Assessment			**$**	**590.00**	=	**$**	**10.00**
				59			

Annexation No. 16 - New Horizon's Phase Two Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	629.48
Maintenance:	Lighting:	8	each @ 5,800 lumens				
Project Management:		81	lots				
1. Utilities		8 ea. @	$	52.08	=	$	416.64
2. Printing/Copying		81 @	$	1.00	=	$	81.00
						$	497.64

Maintenance	$	497.64	x		1	=	$	497.64
Administrative Fee	$	497.64	x	$	0.10	=	$	49.76
County Fee		81	x		$1.00/per lot	=	$	81.00
Reserves 15% of total cost of maintenance						=	$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							$	-
							$	703.05

Estimated Cost Per Year	**$ 703.05**	=	**$**	**8.68**
	81			
2025/2026 Assessment	**$ 813.22**	=	**$**	**10.04**
	81			
2026/2027 Assessment	**$ 813.22**	=	**$**	**10.04**
	81			

Annexation No. 19 - Castle Woods Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025 $437.03

Maintenance:	Lighting:	9 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	30	lots

1. Utilities	9 @ 5,800 lumens	x	$	104.160	=	$ 937.44
	1 @ 16,000 lumens	x	$	327.36	=	$ 327.36
2. Printing/Postage	1 @		$	75.00	=	$ 75.00
						$ 1,339.80

Maintenance	$	1,339.80	x	1	=	$ 1,339.80
Administrative Fee	$	1,339.80	x	$ 0.10	=	$ 133.98
County Fee		30	x	$1.00/per lot	=	$ 30.00
Reserves 15% of total cost of maintenance					=	$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$ -
						$ 1,704.75

Estimated Cost Per Year $\frac{\$ \quad 1{,}704.75}{30} = \$ \quad 56.83$

2025/2026 Assessment $\frac{\$ \quad 919.20}{30} = \$ \quad 30.64$

2026/2027 Assessment $\frac{\$ \quad 443.59}{30} = \$ \quad 14.80$

District No. 3 - New Expressions Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	434.25
Maintenance: lighting:	10 ea.	@	5,800 lumens each				
Project Management:	56		lots				
1. Utilities	10 ea.	@	$	30.21	=	$	302.10
2. Printing/Copying	1	@	$	50.00	=	$	50.00
						$	352.10

Maintenance	$	352.10	x		1	=	$	352.10
Administrative Fee	$	352.10	x	$	0.10	=	$	35.21
County Fee		56	x		$1.00/per lot	=	$	56.00
Reserves 15% of total cost of maintenance						=	$	52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	496.13

Estimated Cost Per Year	**$ 496.13**	=	**$**	**8.86**
	56			
2025/2026 Assessment	**$ 561.14**	=	**$**	**10.02**
	56			
2026/2027 Assessment	**$ 561.14**	=	**$**	**10.02**
	56			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	6,009.50
Maintenance:	2,100	sq.ft. of landscaping area						
Project Management:	50	lots						
Maintenance:								
1. Landscape	2,100	sq.ft.	@	$	0.980	=	$	2,058.00
2. Utilities	2,100	sq.ft.	@	$	0.380	=	$	798.00
3. Repair/Maintenance	2,100	sq.ft.	@	$	0.030	=	$	63.00
4. Printing/Postage	2,100	sq.ft.	@	$	0.036	=	$	75.39
				$	1.426	=	$	2,994.39
Maintenance	2,100	sq.ft.	x	$	1.426	=	$	2,994.39
Administrative Fee	$ 2,994.39		x	$	0.10	=	$	299.44
County Fee	50		x		$1.00/per lot	=	$	50.00
Reserves 15% of total cost of maintenance						=	$	449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	331.23
							$	4,124.22

Estimated Cost Per Year	**$ 4,124.22**	=	**$**	**82.48**
	50			
2025/2026 Assessment	**$ 5,847.73**	=	**$**	**116.95**
	50			
2026/2027 Assessment	**$ 6,647.00**	=	**$**	**132.94**
	50			

District No. 5 - Castle Woods Phase 2 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	2,106.26
Maintenance:	1,715	sq.ft. of landscaping area						
Lighting:	8	ea. @ 5,800 lumens						
Project Management:	25	lots						
Maintenance:								
1. Landscape	1,715	sq.ft.	@	$	0.400	=	$	686.00
2. Utilities	1,715	sq.ft.	@	$	0.300	=	$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@	$	0.030	=	$	51.45
4. Printing/Postage	1,715	sq.ft.	@	$	0.044	=	$	75.46
				$	0.774	=	$	1,327.41
Maintenance	1,715	sq.ft.	x	$	0.774	=	$	1,327.41
Administrative Fee	$ 1,327.41		x	$	0.10	=	$	132.74
County Fee	25		x	$1.00/per lot		=	$	25.00
Reserves 15% of total cost of maintenance						=	$	199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	1,256.65
							$	2,940.91
Estimated Cost Per Year				**$**	**2,940.91**	=	**$**	**117.64**
					25			
2025/2026 Assessment				**$**	**2,144.28**	=	**$**	**85.77**
					25			
2026/2027 Assessment				**$**	**2,941.00**	=	**$**	**117.64**
					25			

District No. 7 - Ford Estates
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025		$ 3,937.57

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots

Maintenance:							
1. Landscape	1,365	sq.ft.	@	$ 1.150	=	$	1,569.75
2. Utilities	1,365	sq.ft.	@	$ 0.500	=	$	682.50
3. Repair/Maintenance	1,365	sq.ft.	@	$ 0.130	=	$	177.45
4. Printing/Postage	1,365	sq.ft.	@	$ 0.055	=	$	75.08
				$ 1.835	=	$	2,504.78

Maintenance	1,365	sq.ft.	x	$ 1.835	=	$ 2,504.78
Administrative Fee	$ 2,504.78		x	$ 0.10	=	$ 250.48
County Fee	20		x	$1.00/per lot	=	$ 20.00
Reserves 15% of total cost of maintenance					=	$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$ 61.36
						$ 3,212.33

Estimated Cost Per Year	**$ 3,212.33**	=	**$**	**160.62**
	20			
2025/2026 Assessment	**$ 4,563.75**	=	**$**	**228.19**
	20			
2026/2027 Assessment	**$ 4,563.75**	=	**$**	**228.20**
	20			

District No. 8 - River Breeze Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	3,607.39
Maintenance:	1,000	sq.ft. of landscaping area 25,600 sq.ft. of fire break						
Lighting:	9	8 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens						
Project Management:	37	lots						

Maintenance:								
1. Landscape	1,000	sq.ft.	@	$	2.000	=	$	2,000.00
2. Utilities	1,000	sq.ft.	@	$	0.750	=	$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	$	0.030	=	$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	$	0.450	=	$	450.00
5. Printing/Postage	1,000	sq.ft.	@	$	0.075	=	$	75.00
				$	3.305	=	$	3,305.00

Maintenance	1,000	sq.ft.	x	$	3.305	=	$	3,305.00
Administrative Fee	$3,305.00		x	$	0.10	=	$	330.50
County Fee	37		x		$1.00/per lot	=	$	37.00
Reserves 15% of total cost of maintenance						=	$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	4,168.25

Estimated Cost Per Year	**$ 4,168.25**	=	**$**	**112.66**
	37			
2025/2026 Assessment	**$ 3,855.99**	=	**$**	**104.21**
	37			
2026/2027 Assessment	**$ 3,855.99**	=	**$**	**104.22**
	37			

District No. 9 - Orchard Ridge Phase 3
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025					$	319.10
Maintenance:	Lighting:	10 ea. @ 5,800 lumens				
Project Management:	56	lots				
1. Utilities	lumens	x $	62.21	=	$	622.10
2. Printing/Postage	1 @	$	56.00	=	$	56.00
					$	678.10
Maintenance	$678.10	x	1	=	$	678.10
Administrative Fee	$678.10	x $	0.10	=	$	67.81
County Fee	56	x	$1.00/per lot	=	$	56.00
Reserves 15% of total cost of maintenance					$	101.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	903.63

Estimated Cost Per Year	**$ 903.63** / **56**	=	**$**	**16.14**
2025/2026 Assessment	**$0.00** / **56**	=		**$0.00**
2026/2027 Assessment	**$ 560.00** / **56**	=	**$**	**10.00**

District No.11 - Orchard Ridge Phase 5
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025					$	446.69
Maintenance:	Lighting:	14 ea. @ 5,800 lumens				
Project Management:	76	lots				
1. Utilities	lumens	x $	50.51	=	$	707.14
2. Printing/Postage	1 @	$	76.00	=	$	76.00
					$	783.14
Maintenance	$783.14	x	1	=	$	783.14
Administrative Fee	$783.14	x $	0.10	=	$	78.31
County Fee	76	x	$1.00/per lot	=	$	76.00
Reserves 15% of total cost of maintenance					$	117.47
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	1,054.93

Estimated Cost Per Year	**$ 1,054.93** / **76**	=	**$**	**13.88**
2025/2026 Assessment	**$0.00** / **76**	=		**$0.00**
2026/2027 Assessment	**$ 760.00** / **76**	=	**$**	**10.00**

District No. 13 - River Ranch Phase 3 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	1,984.58
Maintenance:	1,000	sq. ft. of landscaping area						
Lighting:	7	ea. @ 5,800 lumens						
	1	ea. @ 16,000 lumens						
Project Management:	35	lots						
Maintenance:								
1. Landscape	1,000	sq.ft	@	$	0.210	=	$	210.00
2. Graffiti Maintenance	1,000	sq.ft	@	$	0.090	=	$	90.00
3. Tree Maintenance	1,000	sq.ft	@	$	0.120	=	$	120.00
4. Postage	1,000	sq.ft	@	$	0.075	=	$	75.00
5. Utilities	1,000	sq.ft	@	$	1.140	=	$	1,140.00
6. Printing	1,000	sq.ft	@	$	0.020	=	$	20.00
				$	1.655	=	$	1,655.00
Maintenance	1,000	sq.ft.	x	$	1.655	=	$	1,655.00
Administrative Fee	$ 1,655.00		x	$	0.100	=	$	165.50
County Fee	35		x		$1.00/per lot	=	$	35.00
Reserves 15% of total cost of maintenance						=	$	248.25
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	2,103.75
Estimated Cost Per Year				**$**	**2,103.75**	=	**$**	**60.11**
					35			
2025/2026 Assessment				**$**	**2,103.75**	=	**$**	**60.11**
					35			
2026/2027 Assessment				**$**	**2,014.35**	=	**$**	**57.56**
					35			

District No. 14 - River Springs Phase 2 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	410.59
Maintenance:	Lighting:	11 ea.	@ 5,800 lumens				
Project Management:	50	lots					
1. Utilities	11 @ 5,800 lumens	x	$	31.40	=	$	345.40
2. Printing/Postage	1	@	$	75.000	=	$	75.00
						$	420.40

Maintenance	$	420.40	x		1	=	$ 420.40
Administrative Fee	$	420.40	x	$	0.10	=	$ 42.04
County Fee		50	x		$1.00/per lot	=	$ 50.00
Reserves 15% of total cost of maintenance						=	$ 63.06
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ -
							$ 575.50

Estimated Cost Per Year	**$ 575.50 / 50**	=	**$**	**11.51**
2025/2026 Assessment	**$ 575.50 / 50**	=	**$**	**11.51**
2026/2027 Assessment	**$ 500.00 / 50**	=	**$**	**10.00**

District No. 15 - Meadowood Phase 1
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	5,048.96
Maintenance:	7,723	sq.ft. of landscaping area					
Lighting:	14	10 ea. @ 5,800 lumens					
		1 ea. @ 9,500 lumens					
		3 ea. @ 16,000 lumens					
Project Management:	48	lots					

Maintenance:								
1. Landscape	7,723	sq.ft.	@	$	0.025	=	$	193.08
2. Utilities	7,723	sq.ft.	@	$	0.500	=	$	3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	$	0.020	=	$	154.46
4. Tree Maintenance	7,723	sq.ft.	@	$	0.020	=	$	154.46
5. Printing/Postage	7,723	sq.ft.	@	$	0.0098	=	$	75.69
				$	0.575		$	4,439.18

Maintenance	7,723	sq.ft.	x	$	0.575	=	$ 4,439.18
Administrative Fee	$ 4,439.18		x	$	0.10	=	$ 443.92
County Fee	48		x		$1.00/per lot	=	$ 48.00
Reserves 15% of total cost of maintenance						=	$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ 162.38
							$5,759.36

Estimated Cost Per Year	**$ 5,759.36**	=	**$**	**119.99**
	48			
2025/2026 Assessment	**$ 6,484.89**	=	**$**	**135.10**
	48			
2026/2027 Assessment	**$ 6,484.89**	=	**$**	**135.10**
	48			

District No. 16 - New Expressions Phase 2
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025					$	4,897.65
Maintenance:	5,800	sq.ft. of landscaping, playground area 30%				
Lighting:	13	ea. @ 5,800				
Project Management:	54	lots				
Maintenance:						
1. Landscape Maintenance	5,800 @	$	0.350	=	$	2,030.00
2. Grafitti Maintenance	5,800 @	$	0.010	=	$	58.00
3. Postage	5,800 @	$	0.025	=	$	145.00
4. Utilities	5,800 @	$	0.012	=	$	69.60
5. Printing	5,800 @	$	0.140	=	$	812.00
6. Repair/Maintenance	5,800 @	$	0.025	=	$	145.00
			0.562	=	$	3,259.60
Maintenance	5,800 x	$	0.562	=	$	3,259.60
Administrative Fee	$ 3,259.60 x	$	0.100	=	$	325.96
County Fee	54 @		$1.00/per lot	=	$	54.00
Reserves 15% of total cost of maintenance				=	$	488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
					$	4,128.50
Estimated Cost Per Year:		**$**	**4,128.50**	=	**$**	**76.45**
			54			
2025/2026 Assessment		**$**	**4,781.10**	=	**$**	**88.54**
			54			
2026/2027 Assessment		**$**	**4,971.11**	=	**$**	**92.06**
			54			

District No. 17 - Orchard Ridge Phase 6
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	338.52
Maintenance:	Lighting	7 ea. @ 5,800 lumens					
Project Management:	32	lots					
1. Utilities	7 ea. @ 5,800 lumens	@	$	104.16	=	$	729.12
2. Printing	1	@	$	50.00	=	$	50.00
						$	779.12

Maintenance	$	779.12	x		1	=	$	779.12
Administrative Fee	$	779.12	x	$	0.10	=	$	77.91
County Fee		32	x		$1.00/per lot	=	$	32.00
Reserves 15% of total cost of maintenance						=	$	116.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	1,005.90

Estimated Cost Per Year	**$ 1,005.90** / **32**	=	**$**	**31.43**
2025/2026 Assessment	**$ 377.67** / **32**	=	**$**	**11.79**
2026/2027 Assessment	**$ 343.60** / **32**	=	**$**	**10.74**

District No.19 - William Ranch Phase 1
Fiscal Year 2026/20207

Actual Accumulated Costs 2024/2025		$ 5,075.36

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	lots

Maintenance:							
1. Landscape	13,910	sq.ft.	@	$ 0.120	=	$	1,669.20
2. Utilities	13,910	sq.ft.	@	$ 0.150	=	$	2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	$ 0.020	=	$	278.20
5. Tree Maintenance	13,910	sq.ft.	@	$ 0.050	=	$	695.50
4. Printing/Postage	13,910	sq.ft.	@	$ 0.0054	=	$	75.11
				$ 0.3454		$	4,804.51

Maintenance	13,910	sq.ft.	x	$ 0.3454	=	$	4,804.51
Administrative Fee	$ 4,804.51		x	$ 0.10	=	$	480.45
County Fee	41		x	$1.00/per lot	=	$	41.00
Reserves 15% of total cost of maintenance					=	$	720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	325.95
						$	6,372.59

Estimated Cost Per Year	**$ 6,372.59**	=	**$**	**155.43**
	41			
2025/2026 Assessment	**$ 7,561.49**	=	**$**	**184.43**
	41			
2026/2027 Assessment	**$ 7,561.49**	=	**$**	**184.44**
	41			

District No. 20 - West View Place Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	187.74
Maintenance:	Lighting:	3 ea @ 5,800 lumens 1 ea @ 9,500 lumens					
Project Management:	10	lots					
1. Utilities	3 @ 5,800 lumens	@	$	30.21	=	$	90.63
	1 @ 9,500 lumens	@	$	36.27	=	$	36.27
2. Printing	1	@	$	50.00	=	$	50.00
						$	176.90

Maintenance	$	176.90	x		1	=	$ 176.90
Administrative Fee	$	176.90	x	$	0.10	=	$ 17.69
County Fee		10	x		$1.00/per lot	=	$ 10.00
Reserves 15% of total cost of maintenance							$ 26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							$ -
							$ 231.13

Estimated Cost Per Year	**$ 231.13** / **10**	=	**$**	**23.11**
2025/2026 Assessment	**$ 183.25** / **10**	=	**$**	**18.32**
2026/2027 Assessment	**$ 190.56** / **10**	=	**$**	**19.06**

District No. 22 - Meadowood Phase 2 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025		$ 2,350.61

Maintenance:	4,940	sq. ft. of landscaping area
Lighting:	14	ea. @ 5,800 lumens
	3	ea. @ 9,500 lumens
	2	ea. @ 16,000 lumens
Project Management:	55	lots

Maintenance:								
1. Landscape	4,940	sq.ft	@	$	0.210	=	$	1,037.40
2. Graffiti Maintenance	4,940	sq.ft	@	$	0.090	=	$	444.60
3. Tree Maintenance	4,940	sq.ft	@	$	0.120	=	$	592.80
4. Postage	4,940	sq.ft	@	$	0.075	=	$	370.50
5. Utilities	4,940	sq.ft	@	$	0.470	=	$	2,321.80
6. Printing	4,940	sq.ft	@	$	0.020	=	$	98.80
				$	0.985	=	$	4,865.90

Maintenance	4,940	sq.ft.	x	$	0.985	=	$ 4,865.90
Administrative Fee	$ 4,865.90		x	$	0.100	=	$ 486.59
County Fee	55		x		$1.00/per lot	=	$ 55.00
Reserves 15% of total cost of maintenance						=	$ 729.89
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ -
							$ 6,137.38

Estimated Cost Per Year	**$ 6,137.38** / **55**	=	**$**	**111.59**
2025/2026 Assessment	**$ 2,463.62** / **55**	=	**$**	**44.79**
2026/2027 Assessment	**$ 2,385.87** / **55**	=	**$**	**43.38**

District No. 23 - River View Estates Phase 3
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	466.11
Maintenance:	lighting	11 ea. @ 5,800 lumens					
Project Management:	66	lots					
1. Utilities	11 @ 5,800 lumens	@	$	104.1600	=	$	1,145.76
2.Printing/ Postage	1	@	$	75.0000	=	$	75.00
						$	1,220.76
Maintenance	$ 1,220.76	x		1	=	$	1,220.76
Administrative Fee	$ 1,220.76	x	$	0.10	=	$	122.08
County Fee	66	x	$1.00/per lot		=	$	66.00
Reserves 15% of total cost of maintenance					=	$	183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	1,591.95

Estimated Cost Per Year	**$ 1,591.95**	=	**$**	**24.12**
	66			
2025/2026 Assessment	**$ 840.44**	=	**$**	**12.72**
	66			
2026/2027 Assessment	**$ 840.44**	=	**$**	**12.72**
	66			

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	3,437.64
Maintenance:	3,538	sq.ft. of landscaping area						
Project Management:	44	lots						
Maintenance:								
1. Landscape	3,538	sq.ft.	@	$	0.190	=	$	672.22
2. Utilities	3,538	sq.ft.	@	$	0.360	=	$	1,273.68
3. Repair/Maintenance	3,538	sq.ft.	@	$	0.030	=	$	106.14
4. Tree Maintenance	3,538	sq.ft.	@	$	0.050	=	$	176.90
5. Printing/Postage	3,538	sq.ft.	@	$	0.021	=	$	75.01
				$	0.651	=	$	2,303.95
Maintenance	3,538	sq.ft.	x	$	0.651	=	$	2,303.95
Administrative Fee	$ 2,303.95		x	$	0.10	=	$	230.39
County Fee	44		x		$1.00/per lot	=	$	44.00
Reserves 15% of total cost of maintenance						=	$	345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	1,403.84
							$	4,327.77

Estimated Cost Per Year	**$ 4,327.77** / **44**	=	**$**	**98.36**
2025/2026 Assessment	**$ 3,539.75** / **44**	=	**$**	**80.44**
2026/2027 Assessment	**$ 5,299.36** / **44**	=	**$**	**120.44**

District No. 25 - Casas del Rio Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	24,525.93
Maintenance:	55,950		sq. ft. of landscaping area					
Project Management:	118		lots					
Maintenance:								
1. Landscape	55,950	sq.ft.	@	$	0.150	=	$	8,392.50
2. Utilities	55,950	sq.ft.	@	$	0.060	=	$	3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	$	0.070	=	$	3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	$	0.020		$	1,119.00
5. Printing/Postage	55,950	sq.ft.	@	$	0.00135	=	$	75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	$	0.005	=	$	279.75
				$	0.306		$	17,140.28

Maintenance	55,950	sq.ft.	x		0.306	=	$ 17,140.28
Administrative Fee	$ 17,140.28		x	$	0.10	=	$ 1,714.03
County Fee	118		x		$1.00/per lot	=	$ 118.00
Reserves 15% of total cost of maintenance						=	$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit						=	$ -
							$ 21,543.35

Estimated Cost Per Year	**$**	**21,543.35**	=	**$**	**182.57**
		118			
2025/2026 Assessment	**$**	**16,874.46**	=	**$**	**143.00**
		118			
2026/2027 Assessment	**$**	**16,874.46**	=	**$**	**143.00**
		118			

District No. 27 - New Expressions Phase 3 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	509.61
Maintenance:	748	sq. ft. of landscaping area berm, wall, playground (30%						
Lighting:	11	ea. @ 5,800 lumens						
Project Management:	50	lots						
Maintenance:								
1. Landscape	748	sq.ft	@	$	1.170	=	$	875.16
2. Graffiti Maintenance	748	sq.ft	@	$	0.090	=	$	67.32
3. Tree Maintenance	748	sq.ft	@	$	0.150	=	$	112.20
4. Postage	748	sq.ft	@	$	0.075	=	$	56.10
5. Utilities	748	sq.ft	@	$	0.250	=	$	187.00
6. Printing	748	sq.ft	@	$	0.020	=	$	14.96
				$	1.755	=	$	1,312.74
Maintenance	748	sq.ft.	x	$	1.755	=	$	1,312.74
Administrative Fee	$ 1,312.74		x	$	0.100	=	$	131.27
County Fee	50		x		$1.00/per lot	=	$	50.00
Reserves 15% of total cost of maintenance						=	$	196.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	22.72
							$	1,713.64

Estimated Cost Per Year	**$**	**1,713.64**	=	**$**	**34.27**
		50			
2025/2026 Assessment	**$**	**1,713.64**	=	**$**	**34.27**
		50			
2026/2027 Assessment	**$**	**517.25**	=	**$**	**10.36**
		50			

District No. 28 Meadowood Phase 3
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	833.82
Maintenance:	Lighting:	17 ea. @ 5,800 lumens 6 ea. @ 9,500 lumens					
Project Management:	78	lots					
1. Utilities	17 @ 5,800 lumens	@	$	104.16	=	$	1,770.72
	6 @ 9,500 lumens	@	$	36.27		$	217.62
2. Printing	1	@	$	75.00	=	$	75.00
						$	2,063.34
Maintenance	$ 2,063.34	x		1	=	$	2,063.34
Administrative Fee	$ 2,063.34	x	$	0.10	=	$	206.33
County Fee	78	@		$1.00/per lot	=	$	78.00
Reserves 15% of total cost of maintenance					=	$	309.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	2,657.18

Estimated Cost Per Year $\frac{\$ \quad 2{,}657.18}{78} = \$ \quad 34.07$

2025/2026 Assessment $\frac{\$0.00}{78} = \$0.00$

2026/2027 Assessment $\frac{\$ \quad 846.33}{78} = \$ \quad 10.86$

District No. 29 - River Springs Phase 3 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	359.46
Maintenance:	Lighting:	9 ea.	@ 5,800 lumens				
Project Management:	36	lots					
1. Utilities	9 @ 5,800 lumens	x	$	104.160	=	$	624.96
2. Printing/Postage	1	@	$	75.000	=	$	75.00
						$	699.96
Maintenance	$ 699.96	x		1	=	$	699.96
Administrative Fee	$ 699.96	x	$	0.10	=	$	70.00
County Fee	36	x	$1.00/per lot		=	$	36.00
Reserves 15% of total cost of maintenance						$	104.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	910.95
Estimated Cost Per Year			**$**	**910.95** / **36**	=	**$**	**25.30**
2025/2026 Assessment				**$0.00** / **36**	=	**$**	**-**
2026/2027 Assessment			**$**	**364.85** / **36**	=	**$**	**10.14**

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025 $ 17,902.89

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens
Project Management:	56	lots

Maintenance:							
1. Landscape	26,639	sq.ft.	@	$ 0.0600	=	$	1,598.34
2. Utilities	26,639	sq.ft.	@	$ 0.1200	=	$	3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@	$ 0.0200		$	532.78
4. Graffiti Maintenance	26,639	sq.ft.	@	$ 0.0059	=	$	157.17
5. Tree Maintenance	26,639	sq.ft.	@	$ 0.0040	=	$	106.56
6. Printing/Postage	26,639	sq.ft.	@	$ 0.00282	=	$	75.12
				$ 0.2127		$	5,666.65

Maintenance	26,639	sq.ft.	x	$ 0.21272	=	$	5,666.65
Administrative Fee	$ 5,666.65		x	$ 0.10	=	$	566.67
County Fee	56		x	$1.00/per lot	=	$	56.00
Reserves 15% of total cost of maintenance					=	$	850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	1,084.91
						$	8,224.22

Estimated Cost Per Year **$ 8,224.22 / 56** = **$ 128.98**

2025/2026 Assessment **$ 17,076.37 / 56** = **$ 304.94**

2026/2027 Assessment **$ 19,291.44 / 56** = **$ 344.50**

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025		$ 4,837.55
Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	lots

Maintenance:								
1. Landscape	6,512	sq.ft.	@	$	0.190	=	$	1,237.28
2. Utilities	6,512	sq.ft.	@	$	0.080	=	$	520.96
3. Repair/Maintenance	6,512	sq.ft.	@	$	0.040	=	$	260.48
4. Tree Maintenance	6,512	sq.ft.	@	$	0.130	=	$	846.56
5. Printing/Postage	6,512	sq.ft.	@	$	0.0115	=	$	74.89
6. Graffiti Maintenance	6,512	sq.ft.	@	$	0.025	=	$	162.80
				$	0.477		$	3,102.97

Maintenance	6,512	sq.ft.	x	$	0.477	=	$	3,102.97
Administrative Fee	$ 3,102.97		x	$	0.10	=	$	310.30
County Fee	85		x	$1.00/per lot		=	$	85.00
Reserves 15% of total cost of maintenance						=	$	465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	1,938.28
							$	5,901.99

Estimated Cost Per Year	**$ 5,901.99** / **85**	=	$	**69.44**
2025/2026 Assessment	**$ 5,901.99** / **85**	=	$	**69.44**
2026/2027 Assessment	**$ 5,901.99** / **85**	=	$	**69.44**

District No. 33 - New Expressions Phase 4 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	629.91
Maintenance:	220	ft. of wall					
Lighting:	11	ea. @ 5,800 lumens					
	2	ea. @ 9,500 lumens					
Project Management:	58	lots					
1. Utilities	11 @ 5,800 lumens	@	$	104.160	=	$	1,145.76
	2 @ 9,500 lumens	@	$	125.160	=	$	250.32
2. Printing/Postage	1	@	$	75.000	=	$	75.00
						$	1,471.08
Maintenance	$ 1,471.08	x		1	=	$	1,471.08
Administrative Fee	$ 1,471.08	x	$	0.10	=	$	147.11
County Fee	58	x	$1.00/per lot		=	$	58.00
Reserves 15% of total cost of maintenance						$	220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	1,896.85

Estimated Cost Per Year	**$ 1,896.85**	=	**$**	**32.70**
	58			
2025/2026 Assessment	**$ 802.05**	=	**$**	**13.82**
	58			
2026/2027 Assessment	**$ 639.36**	=	**$**	**11.02**
	58			

District No. 34 - Meadow Breeze Phase 2
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	530.50
Maintenance:	Lighting:			14 ea. @ 5,800 lumens				
				5 ea. @ 9,500 lumens				
Project Management:		78		lots				
1. Utilities		14 @ 5,800	@	$ 104.16	=		$	1,458.24
		5 @ 9,500	@	$ 125.06	=		$	625.30
2. Printing/Postage		1	@	$ 75.00	=		$	75.00
							$	2,158.54
Maintenance	$	2,158.54	x	1	=		$	2,158.54
Administrative Fee	$	2,158.54	x	$ 0.10	=		$	215.85
County Fee		78	x	$1.00/per lot	=		$	78.00
Reserves 15% of total cost of maintenance					=		$	323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=		$	265.26
							$	3,041.44
Estimated Cost Per Year				**$ 3,041.44**	**=**		**$**	**38.99**
				78				
2025/2026 Assessment				**$ 1,928.30**	**=**		**$**	**24.72**
				78				
2026/2027 Assessment				**$ 1,928.30**	**=**		**$**	**24.72**
				78				

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	770.41
Maintenance:	lighting:	9 ea @ 5,800 lumens					
Project Management:	44	lots					
1. Utilities	9 lumens @	$	104.16	=		$	937.44
2. Printing/Postage	1 @	$	75.00	=		$	75.00
						$	1,012.44

Maintenance	$	1,012.44	x		1	=	$	1,012.44
Administrative Fee	$	1,012.44	x	$	0.10	=	$	101.24
County Fee		44	x		$1.00/per lot	=	$	44.00
Reserves 15% of total cost of maintenance							$	151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							$	259.09
							$	1,568.64

Estimated Cost Per Year	**$**	**1,568.64**	=	**$**	**35.65**
		44			
2025/2026 Assessment	**$**	**1,568.64**	=	**$**	**35.65**
		44			
2026/2027 Assessment	**$**	**1,568.64**	=	**$**	**35.66**
		44			

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	219.20
Maintenance: Lighting:		5	ea. @ 5,800 lumens					
Project Management:		17	lots					
1. Utilities	5 @ 5,800 lumens	@	$	52.0800	=		$	260.04
2. Printing		1 @	$	50.0000	=		$	50.00
3. Postage		17 @	$	0.4900	=		$	8.33
							$	318.37

Maintenance	$	318.17	x		1	=	$	318.17
Administrative Fee	$	318.37	x	$	0.10	=	$	31.84
County Fee		17	x	$1.00/per lot		=	$	17.00
Reserves 15% of total cost of maintenance						=	$	47.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	414.76

Estimated Cost Per Year	**$ 414.76 / 17**	=	**$**	**24.40**
2025/2026 Assessment	**$ 227.47 / 17**	=	**$**	**13.38**
2026/2027 Assessment	**$ 227.47 / 17**	=	**$**	**13.38**

District No. 38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	584.18
Maintenance:	lighting:	2 ea. lumens @ 5,800					
Project Management:	6	lots					
1. Utilities	2 lumens @	$	104.16	=		$	208.32
2. Printing/Postage	1 @	$	75.00	=		$	75.00
						$	283.32

Maintenance	$	283.32	x		1	=	$	283.32
Administrative Fee	$	283.32	x	$	0.10	=	$	28.33
County Fee		6	x		$1.00/per lot	=	$	6.00
Reserves 15% of total cost of maintenance						=	$	42.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	75.76
							$	435.91

Estimated Cost Per Year	**$**	**435.91**	**=**	**$**	**72.65**
		6			
2025/2026 Assessment	**$**	**542.09**	**=**	**$**	**90.35**
		6			
2026/2027 Assessment	**$**	**592.94**	**=**	**$**	**98.82**
		6			

District 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	602.04
Maintenance: Lighting:	17	@	5,800 lumens each				
Project Management:	59		lots				
1. Utilities	17 lights	@	$	104.16	=	$	1,770.72
2. Printing/Copying	1	@	$	50.00	=	$	50.00
						$	1,820.72

Maintenance	$	1,820.72	x		1	=	$	1,820.72
Administrative Fee	$	1,820.72	x	$	0.10	=	$	182.07
County Fee		59	x		$1.00/per lot	=	$	59.00
Reserves 15% of total cost of maintenance						=	$	273.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	60.00
							$	2,394.90

Estimated Cost Per Year	**$ 2,394.90 / 59**	=	**$**	**40.59**
2025/2026 Assessment	**$773.40 / 59**	=		**$13.11**
2026/2027 Assessment	**$ 773.40 / 59**	=	**$**	**13.12**

District No. 40 - Amalene Estates
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025 $ 5,325.10

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	17	16 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	25	lots

Maintenance:								
1. Landscape	5,445	sq.ft.	@	$	0.400	=	$	2,178.00
2. Utilities	5,445	sq.ft.	@	$	0.250	=	$	1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	$	0.040	=	$	217.80
4. Tree Maintenance	5,445	sq.ft.		$	0.040		$	217.80
5. Printing/Postage	5,445	sq.ft.	@	$	0.0138		$	75.14
				$	0.744		$	4,049.99

Maintenance	5,445	sq.ft.	x	$	0.744	=	$	4,051.08
Administrative Fee	$ 4,049.99		x	$	0.10	=	$	405.00
County Fee	25		x		$1.00/per lot	=	$	25.00
Reserves 15% of total cost of maintenance						=	$	607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit						=	$	-
							$	5,088.58

Estimated Cost Per Year	**$ 5,088.58**	=	**$**	**203.54**
	25			
2025/2026 Assessment	**$ 5,438.69**	=		**$217.55**
	25			
2026/2027 Assessment	**$ 5,438.69**	=		**$217.56**
	25			

District No. 41 - Beverly Glen Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	95.73
Maintenance:	Lighting:	3 ea. @ 5,800 lumens					
Project Management:	19	lots					
1. Utilities	3 @ 5,800 lumens	x	$	104.16	=	$	312.48
2. Printing/Postage	1 @		$	19.00	=	$	19.00
						$	331.48
Maintenance	$331.48	x		1	=	$	331.48
Administrative Fee	1	x	$	230.00	=	$	230.00
County Fee	19	x		$1.00/per lot	=	$	19.00
Reserves 15% of total cost of maintenance						$	49.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	630.20

Estimated Cost Per Year	**$ 630.20 / 19**	=	**$**	**33.17**
2025/2026 Assessment	**$0.00 / 19**	=		**$0.00**
2026/2027 Assessment	**$ 190.00 / 19**	=	**$**	**10.00**

District No. 42 - Sierra Estates Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	4,562.48
Maintenance:	43,873	sq. ft. of landscaping area					
Lighting	14	ea. @ 5,800 lumens					
Project Management:	48	lots					
Maintenance:							
1. Landscape	43,873	sq.ft.	@	$ 0.156	=	$	6,844.19
2. Utilities	43,873	sq.ft.	@	$ 0.120	=	$	5,264.76
3. Repair/Maintenance	43,873	sq.ft.	@	$ 0.155	=	$	6,800.32
4. Printing/Postage	43,873	sq.ft.	@	$ 0.0012	=	$	52.65
				$ 0.432	=	$	18,961.91
Maintenance	43,873	sq.ft.	x	$ 0.432	=	$	18,961.91
Administrative Fee	$ 18,961.91		x	$ 0.10	=	$	1,896.19
County Fee	48		x	$1.00/per lot	=	$	48.00
Reserves 15% of total cost of maintenance					=	$	2,844.29
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	23,750.39

Estimated Cost Per Year	**$ 23,750.39**	=	**$**	**494.80**
	48			
2025/2026 Assessment	**$0.00**	=		**$0.00**
	48			
2026/2027 Assessment	**$ 4,630.92**	=	**$**	**96.48**
	48			

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025		$ 13,603.31
Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots

Maintenance:								
1. Landscape	27,960	sq. ft.	@	$	0.150	=	$	4,194.00
2. Utilities	27,960	sq.ft.	@	$	0.071	=	$	1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	$	0.006	=	$	164.96
4. Tree Maintenance	27,960	sq.ft.	@	$	0.004	=	$	111.84
5. Printing/Postage	27,960	sq.ft.	@	$	0.0027	=	$	75.49
				$	0.234		$	6,539.84

Maintenance	27,960	sq.ft.	x	$	0.234	=	$	6,539.84
Administrative Fee	$ 6,539.84		x	$	0.10	=	$	653.98
County Fee	61		x		$1.00/per lot	=	$	61.00
Reserves 15% of total cost of maintenance						=	$	980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	385.76
.							$	8,621.56

Estimated Cost Per Year	**$ 8,621.56**	=	**$**	**141.34**
	61			
2025/2026 Assessment	**$ 12,154.17**	=	**$**	**199.26**
	61			
2026/2027 Assessment	**$ 13,807.36**	=	**$**	**226.36**
	61			

District No.44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	5,467.47
Maintenance:	4,300	sq.ft. of landscaping area, 242 ft. of wall, and						
Lighting:	23	20 ea. @ 5,800 lumens						
		3 ea. @ 9,500 lumens						
Project Management:	70	lots						
1. Landscape	4,300	sq.ft.	@	$	0.350	=	$	1,505.00
2. Utilities	4,300	sq.ft.	@	$	0.130	=	$	559.00
3. Repair/Maintenance	4,300	sq.ft.	@	$	0.350	=	$	1,505.00
4. Tree Maintenance	4,300	sq.ft.	@	$	0.100	=	$	430.00
5. Printing/Postage	4,300	sq.ft.	@	$	0.0163	=	$	70.09
6. Graffiti Maintenance	4,300	sq.ft.	@	$	0.0650	=	$	279.50
				$	1.011	=	$	4,348.59

Maintenance	4,300	sq.ft.	x	$	1.011	=	$	4,348.59
Administrative Fee	$ 4,348.59		x	$	0.10	=	$	434.86
County Fee	70		x	$1.00/per lot		=	$	70.00
Reserves 15% of total cost of maintenance						=	$	652.29
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=		
							$	5,505.74

Estimated Cost Per Year	**$ 5,505.74**	=	**$**	**78.65**
	70			
2025/2026 Assessment	**$0.00**	=		**$0.00**
	70			
2026/2027 Assessment	**$ 5,549.48**	=	**$**	**79.28**
	70			

District No. 45 - New Expressions Phase 5 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	734.45
Maintenance:	15,250	sq. ft. of landscaping area						
Lighting	23	ea. @ 5,800 lumens						
Project Management:	88	lots						
Maintenance:								
1. Landscape	15,250	sq.ft.	@	$	0.300	=	$	4,575.00
2. Utilities	15,250	sq.ft.	@	$	0.126	=	$	1,921.50
3. Repair/Maintenance	15,250	sq.ft.	@	$	0.300	=	$	4,575.00
4. Printing/Postage	15,250	sq.ft.	@	$	0.0059	=	$	89.98
				$	0.732	=	$	11,161.48
Maintenance	15,250	sq.ft.	x	$	0.732	=	$	11,161.48
Administrative Fee	$ 11,161.48		x	$	0.10	=	$	1,116.15
County Fee	88		x	$1.00/per lot		=	$	88.00
Reserves 15% of total cost of maintenance						=	$	1,674.22
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	-
							$	14,039.84
Estimated Cost Per Year				**$**	**14,039.84**	=	**$**	**159.54**
					88			
2025/2026 Assessment					**$0.00**	=		**$0.00**
					88			
2026/2027 Assessment				**$**	**880.00**	=	**$**	**10.00**
					88			

District No. 46 - Moorea Manor
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	4,030.35
Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall						
Lighting:	4	4 ea. @ 5,800 lumens						
Project Management:	16	lots						
Maintenance:								
1. Landscape	1,460	sq.ft.	@	$	1.850	=	$	2,701.00
2. Utilities	1,460	sq.ft.	@	$	0.500	=	$	730.00
3. Printing/Postage	1,460	sq.ft.	@	$	0.052	=	$	75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	$	0.140	=	$	204.40
				$	2.542		$	3,711.32
Maintenance	1,460	sq.ft.	x		2.542	=	$	3,711.32
Administrative Fee	$ 3,711.32		x	$	0.10	=	$	371.13
County Fee	16		x		$1.00/per lot	=	$	16.00
Reserves 15% of total cost of maintenance						=	$	556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit						=	$	-
							$	4,655.15
Estimated Cost Per Year				**$**	**4,655.15**	=	**$**	**290.95**
					16			
2025/2026 Assessment				**$**	**3,971.59**	=	**$**	**248.22**
					16			
2026/2027 Assessment				**$**	**4,090.81**	=	**$**	**255.68**
					16			

District No. 47 - Chelsea Glen Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	5,244.63
Maintenance:	4,560	sq. ft. of landscaping area						
Lighting	12	ea. @ 16,000 lumens						
Project Management:	90	lots						
Maintenance:								
1. Landscape	4,560	sq.ft.	@	$	0.190	=	$	866.40
2. Utilities	4,560	sq.ft.	@	$	0.250	=	$	1,140.00
3. Repair/Maintenance	4,560	sq.ft.	@	$	0.030	=	$	136.80
4. Tree Maintenance	4,560	sq.ft.	@	$	0.150	=	$	684.00
5. Printing/Postage	4,560	sq.ft.	@	$	0.0166	=	$	75.70
6. Graffiti Maintenance	4,560	sq.ft.	@	$	0.090	=	$	410.40
				$	0.727	=	$	3,313.30
Maintenance	4,560	sq.ft.	x	$	0.727	=	$	3,313.30
Administrative Fee	$ 3,313.30		x	$	0.10	=	$	331.33
County Fee	90		x		$1.00/per lot	=	$	90.00
Reserves 15% of total cost of maintenance						=	$	496.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$	213.73
							$	4,445.35

Estimated Cost Per Year	**$ 4,445.35**	=	**$**	**49.39**
	90			
2025/2026 Assessment	**$ 4,756.47**	=	**$**	**52.84**
	90			
2026/2027 Assessment	**$ 5,323.30**	=	**$**	**59.16**
	90			

District 50 - Riverview Estates Phase 5
Fiscal Year 2026-2027

Actual Accumulated Costs 2024/2025				$	242.96
Maintenance:	2,190	sq.ft. of landscaping			
Lighting:	8	7 ea. @ 5,800 lumens			
		1 ea. @ 16,000 lumens			
Project Management:	33	lots			

Maintenance:					
1. Landscape/Tree Maintenance	2,190 @	0.450	=	$	985.50
2. Grafitti Maintenance	2,190 @	0.090	=	$	197.10
3. Postage	2,190 @	0.150	=	$	328.50
4. Utilities	2,190 @	0.070	=	$	153.30
5. Printing	2,190 @	0.150	=	$	328.50
6. Repair/Maintenance	2,190 @	0.150	=	$	328.50
		1.060	=	$	2,321.40

Maintenance		2,190		$	1.060	=	$ 2,321.40
Administrative Fee	$	2,321.40	x	$	0.100	=	$ 232.14
County Fee		33	@		$1.00/per lot	=	$ 33.00
Reserves 15% of total cost of maintenance						=	$ 348.21
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ -
							$ 2,934.75

Estimated Cost Per Year:	**$ 2,934.75**	=	**$**	**88.93**
	33			
2025/2026 Assessment	**$0.00**	=		**$0.00**
	33			
2026/2027 Assessment	**$ 330.00**	=	**$**	**10.00**
	33			

District No.53 - Trooper Terrace
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	2,953.24
Maintenance:	4,414	sq. ft. of landscaping area						
Lighting	11	ea. @ 5,800 lumens						
Project Management:	17	lots						
Maintenance:								
1. Landscape	4,414	sq.ft.	@	$	0.090	=	$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@	$	0.050	=	$	220.70
3. Tree Maintenance	4,414	sq.ft.	@	$	0.080	=	$	353.12
4. Printing/Postage	4,414	sq.ft.	@	$	0.017	=	$	75.04
5. Utilities	4,414	sq.ft.	@	$	0.250	=	$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@	$	0.030	=	$	132.42
				$	0.517	=	$	2,282.04

Maintenance		4,414	sq.ft.	x	$	0.517	=	$ 2,282.04
Administrative Fee	$ 2,282.04			x	$	0.10	=	$ 228.20
County Fee		17		x		$1.00/per lot	=	$ 17.00
Reserves 15% of total cost of maintenance							=	$ 342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							=	$ 55.45
								$ 2,925.00

Estimated Cost Per Year	**$ 2,925.00**	=	**$**	**172.06**
	17			
2025/2026 Assessment	**$ 2,479.08**	=	**$**	**145.83**
	17			
2026/2027 Assessment	**$ 2,997.54**	=	**$**	**176.34**
	17			

District 54 - Cambria Windsor Court
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025					$	4,453.05
Maintenance:	33,256	sq.ft. of landscaping				
Lighting:	11	ea. @ 5,800 lumens				
Project Management:	80	lots				
Maintenance:						
1. Landscape/Tree Maintenance	33,256 @	$	0.12	=	$	3,990.72
2. Grafitti Maintenance	33,256 @	$	0.03	=	$	831.40
3. Tree Maintenance	33,256 @	$	0.05		$	1,496.52
4. Postage/Printing	33,256 @	$	0.00	=	$	99.77
5. Utilities	33,256 @	$	0.06	=	$	1,995.36
6. Repair/Maintenance	33,256 @	$	0.05	=	$	1,662.80
			0.303	=	$	10,076.57
Maintenance	33,256	$	0.303	=	$	10,076.57
Administrative Fee	$ 10,076.57 x	$	0.100	=	$	1,007.66
County Fee	80 @		$1.00/per lot	=	$	80.00
Reserves 15% of total cost of maintenance				=	$	1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$	-
					$	12,675.71
Estimated Cost Per Year:		**$**	**12,675.71**	=	**$**	**158.45**
			80			
2025/2026 Assessment		**$**	**4,782.32**	=	**$**	**59.78**
			80			
2026/2027 Assessment		**$**	**4,519.85**	=	**$**	**56.50**
			80			

District No. 56 - Royal Oaks Phases 1 & 2
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025							$	3,767.49
Maintenance:	43,965	sq.ft. of landscaping area						
Lighting:	58	50 @ 5,800 lumens						
		8 @ 16,000 lumens						
Project Management:	191	lots						
Maintenance:								
1. Landscape Maintenance	43,965	sq.ft.	@	$	0.1500	=	$	6,594.75
2. Graffiti Maintenance	43,965	sq.ft.	@	$	0.0050	=	$	219.83
3. Tree Maintenance	43,965	sq.ft.	@	$	0.0040	=	$	175.86
4. Postage/Printing	43,965	sq.ft.	@	$	0.0060	=	$	263.79
5. Utilities	43,965	sq.ft.	@	$	0.0710	=	$	3,121.52
6. Repair/Maintenance	43,965	sq.ft.	@	$	0.0060	=	$	263.79
				$	0.2420		$	10,639.53

Maintenance	43,965	sq.ft.	x	$	0.24200	=	$	10,639.53
Administrative Fee	$ 10,639.53		x	$	0.10	=	$	1,063.95
County Fee	191		x		$1.00/per lot	=	$	191.00
Reserves 15% of total cost of maintenance						=	$	1,595.93
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =							$	-
							$	13,490.41

Estimated Cost Per Year	**$ 13,490.41**	=	**$**	**70.63**
	191			
2025/2026 Assessment	**$0.00**	=		**$0.00**
	191			
2026/2027 Assessment	**$ 13,752.00**	=	**$**	**72.00**
	191			

Annexation No. 3 - Porter Creek
District No. 2 - North Creek
District No. 6 - Creekview
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025						$	37,662.29
Maintenance:	125,477		sq.ft. of landscaping				
Project Management:	298		lots				
Maintenance:							
1. Landscape/Tree Maintenance	125,477	@	$	0.125	=	$	15,684.63
2. Grafitti Maintenance	125,477	@	$	0.02	=	$	2,509.54
3. Postage	125,477	@	$	0.005	=	$	627.39
4. Utilities	125,477	@	$	0.06	=	$	7,528.62
5. Printing	125,477	@	$	0.005	=	$	627.39
6. Repair/Maintenance	125,477	@	$	0.010	=	$	1,254.77
			$	0.225	=	$	28,232.33

Maintenance	125,477		$	0.225	=	$	28,232.33
Administrative Fee	$ 28,232.33	x	$	0.10	=	$	2,823.23
County Fee	298	@		$1.00/per lot	=	$	298.00
Reserves 15% of total cost of maintenance					=	$	4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	35,587.40

Estimated Cost Per Year	**$35,587.40**	=	**$**	**119.42**
	298			
2025/2026 Assessment	**$31,016.24**	=	**$**	**104.08**
	298			
2026/2027 Assessment	**$38,227.22**	=	**$**	**128.28**
	298			

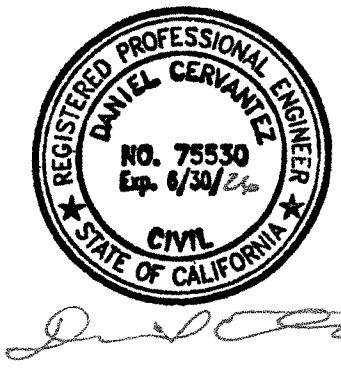
Westwood Estates Consolidated
District No. 1 - Westwood Estates Subdivision
Annexation No. 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2026/2027

Actual Accumulated Costs 2024/2025			$ 31,617.97
Maintenance:	47,462	sq. ft. of landscaping area	
Lighting:	16	12 ea. @ 5,800 lumens	
		4 ea. @ 16,000 lumens	
Project Management:	204	lots	

Maintenance:								
1. Landscape	47,462	sq.ft.	@	$	0.200	=	$	9,492.40
2. Utilities	47,462	sq.ft.	@	$	0.140	=	$	6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	$	0.010	=	$	474.62
4. Tree Maintenance	47,462	sq.ft.	@	$	0.030		$	1,423.86
5. Printing/Postage	47,462	sq.ft.	@	$	0.0016	=	$	75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	$	0.020	=	$	949.24
				$	0.402		$	19,060.74

Maintenance	47,462	sq.ft.	x	$	0.40	=	$	19,060.74
Administrative Fee	$ 19,060.74		x	$	0.10	=	$	1,906.07
County Fee	204		x		$1.00/per lot	=	$	204.00
Reserves 15% of total cost of maintenance						=	$	2,859.11
Eliminate deficit fund balance over 10 years - 10% of fund deficit						=	$	1,025.05
							$	25,054.97

Estimated Cost Per Year	**$25,054.97**	=	**$**	**122.82**
	204			
2025/2026 Assessment	**$41,089.50**	=	**$**	**201.42**
	204			
2026/2027 Assessment	**$43,129.68**	=	**$**	**211.42**
	204			



This concludes the 2026/2027 Landscape and Lighting District Engineer's Report.
Daniel Cervantez, 75530.

RESOLUTION NO. ____ -2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS, CONFIRMING THE ENGINEER'S REPORT, AND ASSESSMENT THE FISCAL YEAR 2026-2027 ASSESSMENTS

WHEREAS, the City Council of the City of Porterville did on the 16th day of June, 2026, adopt its Resolution of Intention No. 39-2026 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 39-2026 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 39-2026 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2026-2027 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments for Fiscal Year 2026-2027 comply with applicable provisions of the California Streets and Highways Code and are hereby ordered to be placed on the Tulare County property tax roll for collection.

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APPROVED, PASSED AND ADOPTED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

SUBJECT: City Council Meetings Order of Business

SOURCE: City Manager's Office

COMMENT: At the June 16, 2026, City Council meeting, the Vice Mayor requested that the City Council discuss opportunities to provide additional structure and consistency to the Order of Business during regular City Council meetings. The Mayor agreed the topic warranted further discussion, and the City Council directed staff to return with the item for City Council discussion.

The discussion is intended to focus on the Order of Business for regular City Council meetings and the management of Oral Communications. Topics for discussion may include:

- The overall sequence of agenda items within the Order of Business.
- The placement of Oral Communications within the Order of Business.
- Whether Oral Communications should occur once or multiple times during a meeting.
- Whether to establish a maximum time allocation for the Oral Communications agenda item.
- The management of in-person and virtual public comments.
- Any other modifications to the Order of Business the City Council wishes to consider.

Staff is requesting policy direction regarding any desired modifications to the Order of Business. Following City Council discussion, staff will prepare any requested amendments and return them for future City Council consideration.

RECOMMENDATION: That the City Council:
1. Discuss the City Council Order of Business;
2. Provide policy direction regarding any desired modifications to the Order of Business; and
3. Direct staff to return with any requested amendments for future City Council consideration.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

SUBJECT: Declaration of Heritage Community Center Property and Adjacent Parking Lot Property as Exempt Surplus Under the Surplus Land Act

SOURCE: City Attorney

COMMENT: Since 2018, the City of Porterville and the Porterville Unified School District (PUSD) have worked cooperatively on a proposed exchange of publicly owned properties to better serve the long-term needs of both agencies. Under the proposed transaction, the City would convey the Heritage Community Center property and the adjacent parking lot property, including the public access area extending north toward Olive Avenue. The parking lot property contains solar shade structures and related solar improvements that were previously constructed by PUSD on City-owned property pursuant to an agreement between the two agencies. In exchange, the City would acquire the Prospect Education Center property to provide additional administrative office space and construct a future municipal maintenance facility adjacent to the existing Corporation Yard.

In 2018, both properties were independently appraised and purchase agreements were prepared. The Heritage Community Center property, together with the adjacent parking lot property, was appraised at $1,845,000, while the Prospect Education Center property was appraised at $955,000. Although the transaction was not completed at that time, both agencies have continued working toward the proposed property exchange and have historically agreed to retain the 2018 appraised values in recognition of the broader public benefits associated with the transaction. These benefits include allowing each agency to better utilize publicly owned property while advancing long-term community priorities identified during the original negotiations.

The proposed exchange will allow PUSD to expand the adjacent Santa Fe Elementary School campus with additional classrooms, parking, and continued use of the existing solar improvements. At the same time, the City will acquire the Prospect Education Center property immediately adjacent to the existing Corporation Yard. This acquisition will expand the City's Corporation Yard campus, providing additional space for future municipal operations, including administrative offices and a future maintenance facility. Consolidating the Heritage Community Center property, the adjacent parking lot, and the PUSD-

installed solar improvements under a single ownership will also simplify long-term ownership and maintenance responsibilities while allowing both agencies to make more efficient use of publicly owned property.

Before the City may convey real property, it must comply with the Surplus Land Act. Because the City intends to transfer the Heritage Community Center property and the adjacent parking lot property directly to another local public agency, the properties qualify as exempt surplus pursuant to Government Code Section 54221(f)(1)(D). Declaring the properties exempt surplus allows the City and PUSD to utilize the streamlined process authorized under the Surplus Land Act for transfers between public agencies.

Adoption of the attached resolutions does not approve the sale or transfer of the properties. The resolutions simply satisfy the initial procedural requirements of the Surplus Land Act by authorizing staff to submit the exempt surplus declarations to the California Department of Housing and Community Development (HCD). The proposed purchase and sale agreements will return to the City Council for consideration and approval before any transfer of property becomes final.

RECOMMENDATION: That the City Council:
1. Adopt the Resolution declaring the Heritage Community Center property exempt surplus; and
2. Adopt the Resolution declaring the Heritage Community Center adjacent parking lot property exempt surplus.

ATTACHMENTS:
1. Resolution Declaring the Heritage Community Center Property Exempt Surplus
2. Resolution Declaring the Heritage Community Center Adjacent Parking Lot Property Exempt Surplus

Appropriated/Funded:

Review By:

Department Director:
Megan Crouch, City Attorney

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DECLARING THE HERITAGE COMMUNITY CENTER PROPERTY TO BE EXEMPT SURPLUS PROPERTY

WHEREAS, the City of Porterville ("City") owns in fee certain real property known as the Heritage Community Center, located at 256 East Orange Avenue, in the City of Porterville, County of Tulare, State of California (the "Property"); and

WHEREAS, the Property consists of approximately 3.79 acres, as more particularly described in Exhibits "A," "B," and "C," attached hereto and incorporated herein by this reference; and

WHEREAS, since 2018, the City and the Porterville Unified School District ("PUSD") have worked cooperatively toward a proposed exchange of publicly owned properties to better serve the long-term operational needs of both agencies; and

WHEREAS, under the proposed transaction, the Heritage Community Center Property will be conveyed to PUSD to facilitate the expansion of the adjacent Santa Fe Elementary School campus; and

WHEREAS, for the purposes of Government Code Section 54221(f)(2), the Property is not: (i) within a coastal zone; (ii) adjacent to a historical unit of the State Parks System; (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Historical Places; or (iv) within the Lake Tahoe region as defined by Government Code Section 66905.5; and

WHEREAS, the City intends to transfer the Property to another local public agency, Porterville Unified School District, for that agency's public use.

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

SECTION 1. Pursuant to Government Code Section 54221(f)(1)(D), the Heritage Community Center Property will be transferred to the Porterville Unified School District for that agency's public use.

SECTION 2. The City Council hereby declares the Heritage Community Center Property to be Exempt Surplus Property pursuant to the Surplus Land Act (Government Code Section 54220 et seq.).

//

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2026.

By: _____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANCH 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF ORANGE AVENUE WITH THE EAST LINE OF WALLACE STREET SAID NORTHEASTERLY LINE OF ORANGE AVENUE BEING A 450.28 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, THE RADIAL LINE THROUGH SAID POINT OF INTERSECTION BEARS 13° 50' 20" EAST;

THENCE NORTH 00° 58' 50" EAST, 12.91 FEET ALONG SAID EAST LINE OF WALLACE STREET TO A POINT IN A 579.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, A RADIAL TO SAID POINT BEARS NORTH 12° 37' 07" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE, EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGEL OF 13° 00' 05", AN ARC DISTANCE OF 131.38 FEET, TO THE BEGINNING OF A 90.67 FOOT RADIUS COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 25° 37' 12" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGEL OF 24° 29' 08" AN ARC DISTANCE OF 38.78 FEET, TO THE BEGINNING OF A 90.67 FOOT RADIUS REVERSE CURVE CONCAVE TO THE NORTHEAST, A RADIAL TO SAID BEGINNING BEARS SOUTH 50° 06' 20" WEST;

THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGEL OF 17° 55' 24" AN ARC DISSTANCE OF 28.36 FEET, TO THE BEGINNING OF A 567.00 RADIUS RESERVE CURVE, CONCAVE TO TH SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 32° 10' 56" EAST;

THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 10' 52" AN ARC DISTANCE OF 100.75 FEET;

THENCE, TANGENT TO SAID CURVE, SUTH 47° 38' 12" EAST, 10.78 FEET;

THENCE, NORTH 40° 33' 11" EAST, 86.80 FEET;

THENCE, N. 49° 26' 49" WEST, 141.91 FEET;

THENCE, NORTH 40° 33' 11" EAST, 156.95 FEET;

THENCE, NORTH 04° 26' 49" WEST, 45.21 FEET;

THENCE, NORTH 40° 33’ 11” EST, 156.95 FEET;

THENCE, SOUTH 85° 33’ 11” WEST, 91.51 FEET;

THENCE, NORTH 49° 26’ 49” WEST, 44.73 FEET;

THENCE, WEST 576.01 FEET TO THE TORTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 2391 PER MAP RECORDED IN BOOK 24, PAGE 92 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY OF RECORDER OF SAID COUNTY;

THENCE, SOUTH 01° 04’ 26” WEST, 60.30 FEET TO AN ANGLE POINT IN THE WEST AND SOUTHWESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 2391;

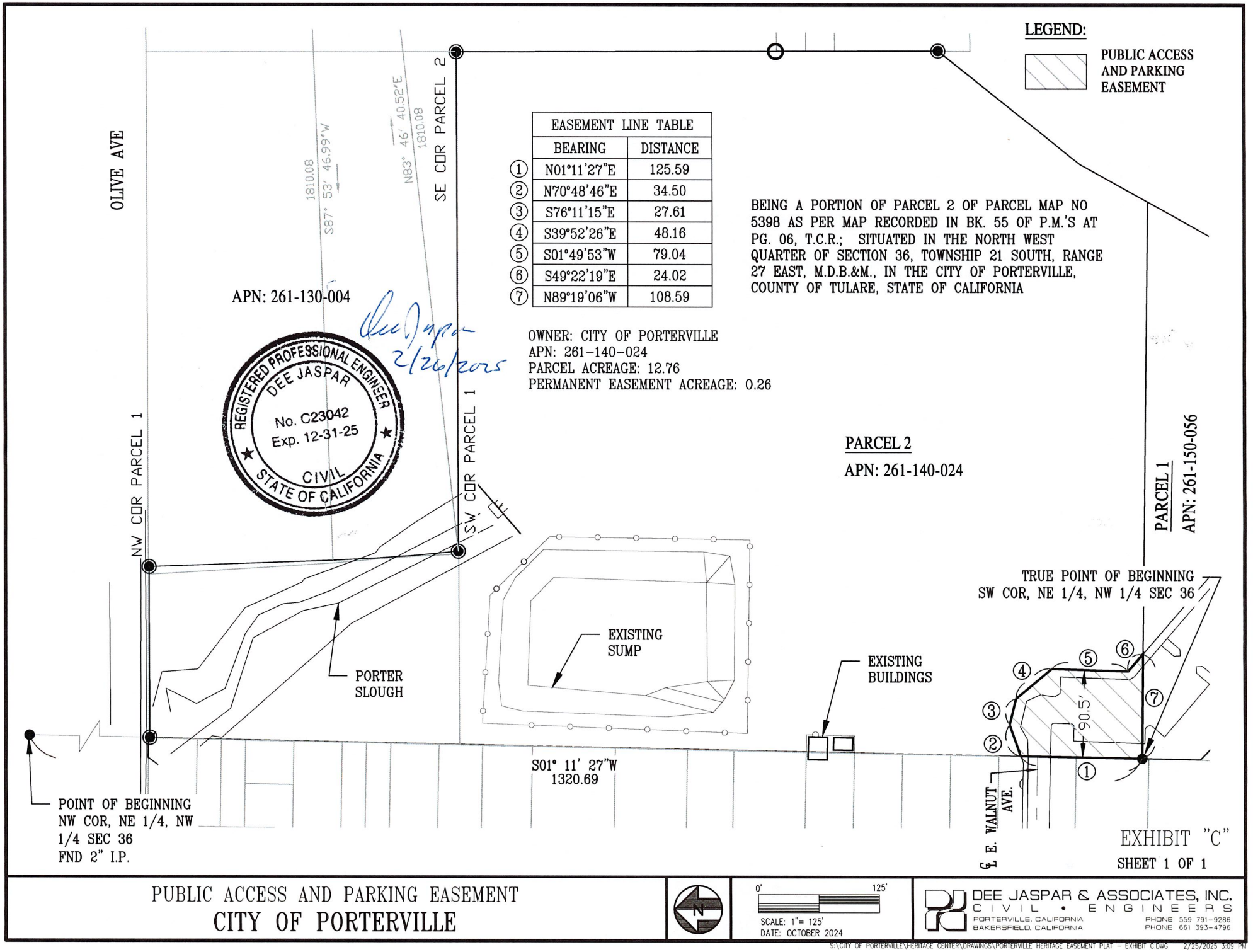
THENCE, SOUTH 46° 57’ 44” EAST, 311.6 FEET ALONG THE SOUTHWESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 2391 TO A POINT IN THE WEST LINE OF WALLACE STREET;

THENCE, NORTH 00° 59’ 46” EAST, 15.73 FEET ALONG THE WEST LINE OF WALLACE STREET;

THENCE, SOUTH 49° 12’ 16” EAST, 103.87 FEET TO A POINT IN THE EAST LINE OF WALLACE STREET;

THENCE, SOUTH 00° 56’ 50” WEST, 11.59 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "B"



PUBLIC ACCESS AND PARKING EASEMENT
CITY OF PORTERVILLE

SCALE: 1"= 125'
DATE: OCTOBER 2024

DEE JASPAR & ASSOCIATES, INC.
CIVIL • ENGINEERS
PORTERVILLE, CALIFORNIA
BAKERSFIELD, CALIFORNIA
PHONE 559 791-9286
PHONE 661 393-4796

S:\CITY OF PORTERVILLE\HERITAGE CENTER\DRAWINGS\PORTERVILLE HERITAGE EASEMENT PLAT - EXHIBIT C.DWG 2/25/2025 3:09 PM

EXHIBIT "C"
LEGAL DESCRIPTION
PUBLIC ACCESS AND PARKING EASEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED ON PARCEL MAP NO 2207, RECORDED IN BOOK 23, AT PAGE 8, IN THE OFFICIAL RECORDS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA;

THENCE SOUTH 01° 11' 27" WEST 1320.69 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; TO THE **TRUE POINT OF BEGINNING;**

1) THENCE NORTH 01° 11' 27" EAST, 125.59 FEET;

2) THENCE NORTH 70° 48' 46" EAST, 34.50 FEET;

3) THENCE SOUTH 76° 11' 15" EAST, 27.61 FEET;

4) THENCE SOUTH 39° 52' 26" EAST, 48.16 FEET;

5) THENCE SOUTH 01° 49' 53" WEST, 79.04 FEET;

6) THENCE SOUTH 49° 22' 19" EAST, 24.02 FEET;

7) THENCE NORTH 89° 19' 06" WEST, 108.59 FEET; TO THE TRUE POINT OF BEGINNING.

Containing 0.26 Acres (11,527.04 sq. ft.) more or less.

END OF DESCRIPTION

Signature: _____
Registered Civil Engineer (RCE 23042 – Exp 12-31-25)

Date: 2/26/2025



RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DECLARING THE HERITAGE COMMUNITY CENTER ADJACENT PARKING LOT PROPERTY TO BE EXEMPT SURPLUS PROPERTY

WHEREAS, the City of Porterville ("City") owns in fee certain real property consisting of the Heritage Community Center Adjacent Parking Lot Property, including the public access area extending north toward Olive Avenue (the "Property"), located in the City of Porterville, County of Tulare, State of California; and

WHEREAS, the Property includes the Heritage Community Center parking lot, the public access area extending north toward Olive Avenue, and the parking area containing solar shade structures and related solar improvements previously constructed by the Porterville Unified School District ("PUSD") on City-owned property pursuant to an agreement between the City and PUSD. The Property is more particularly described in Exhibits "A" and "B," attached hereto and incorporated herein by this reference; and

WHEREAS, since 2018, the City and PUSD have worked cooperatively toward a proposed exchange of publicly owned properties to better serve the long-term operational needs of both agencies; and

WHEREAS, conveyance of the Property will consolidate ownership of the underlying real property with the existing PUSD-installed solar improvements while facilitating the expansion of the adjacent Santa Fe Elementary School campus; and

WHEREAS, for the purposes of Government Code Section 54221(f)(2), the Property is not: (i) within a coastal zone; (ii) adjacent to a historical unit of the State Parks System; (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Historical Places; or (iv) within the Lake Tahoe region as defined by Government Code Section 66905.5; and

WHEREAS, the City intends to transfer the Property to another local public agency, Porterville Unified School District, for that agency's public use.

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

SECTION 1. Pursuant to Government Code Section 54221(f)(1)(D), the Heritage Community Center Adjacent Parking Lot Property, including the public access area extending north toward Olive Avenue, will be transferred to the Porterville Unified School District for that agency's public use.

SECTION 2. The City Council hereby declares the Heritage Community Center Adjacent Parking Lot Property to be exempt surplus property pursuant to the Surplus Land Act (Government Code Section 54220 et seq.).

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2026.

By: _____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

By: _____
Fernando Gabriel- Moraga, Chief Deputy Cit

EASEMENT LINE TABLE		
	BEARING	DISTANCE
①	S49°28'11"E	56.49
③	S49°28'11"E	75.00
④	N40°31'49"E	20.00
⑤	S49°28'11"E	129.09
⑦	S04°27'54"E	180.06
⑧	N47°39'34"W	448.10
⑨	N40°31'49"E	86.80

EASEMENT CURVE TABLE			
	DELTA	ARC LENGTH	RADIUS
②	82°11'29"	35.15	24.50
⑥	45°00'37"	39.67	50.50

REGISTERED PROFESSIONAL ENGINEER
DEE JASPAR
NO. 23042
EXP. 12/31/25
CIVIL
STATE OF CALIFORNIA

2/26/25

PORTERVILLE UNIFIED SCHOOL DISTRICT
APN: 261-150-058
PARCEL ACREAGE: 6.88

30'
50'
HOWARD ST

POINT IN THE SOUTH LINE OF LOT 11 IN BLOCK 3 OF CORNELL ADDITION

EX. PARKING WITH SOLAR

EX. BUILDINGS

N47°39'34"W
56.31

OWNER: CITY OF PORTERVILLE
APN: 261-150-057
PARCEL ACREAGE: 1.05

TRUE POINT OF BEGINNING

S40°31'49"W
36.20

EX. BUILDING

S04°28'11"E
45.21

N85°31'49"E
91.51

S49°28'11"E
44.73

S40°31'49"W
156.95

S49°28'11"E
141.91

N40°31'49"E
24.50

N41°39'40"W
24.50

CORNELL ST.

ORANGE AVE.

S29°00'52"W
126.89

S89°19'07"E
576.01

EX. BUILDING

PARCEL 2
OWNER: CITY OF PORTERVILLE
APN: 261-140-024
PARCEL ACREAGE: 11.39

PARCEL 1
OWNER: CITY OF PORTERVILLE
APN: 261-150-056
PARCEL ACREAGE: 3.80

POINT OF BEGINNING
NW COR, NE 1/4, NW 1/4 SEC 36
FND 2" I.P.

S01° 11' 27"W
1320.69

SW COR, NE 1/4, NW 1/4 SEC 36

EXHIBIT "B"
SHEET 1 OF 1

APN: 261-150-057
CITY OF PORTERVILLE

N

0' 125'
SCALE: 1"= 125'
DATE: OCTOBER 2024

DEE JASPAR & ASSOCIATES, INC.
CIVIL • ENGINEERS
PORTERVILLE, CALIFORNIA
BAKERSFIELD, CALIFORNIA
PHONE 559 791-9286
PHONE 661 393-4796

S:\CITY OF PORTERVILLE\HERITAGE CENTER\DRAWINGS\SOLAR PARCEL\PORTERVILLE HERITAGE - SOLAR EXHIBIT B.DWG 2/25/2025 2:24 PM

Exhibit A

EXHIBIT "B"
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW COR OF THE NE/4 OF THE NW/4 OF SECTION 36, T.21S., R.27E., MDB&M, AS DESCRIBED ON PARCEL MAP NO 5398, RECORDED IN BOOK 55, AT PAGE 6, OF THE OFFICIAL RECORDS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA;

THENCE SOUTH 01° 11' 27" WEST 1320.69 FEET ALONG THE WEST LINE OF SAID NE/4 OF THE NW/4 OF SAID SECTION 36, TO THE SW COR OF SAID NE/4 OF THE NW/4 OF SAID SECTION 36;

THENCE SOUTH 89° 19' 07" EAST, 576.01 FEET TO THE EAST END OF THE NORTH LINE OF PARCEL 1 OF PARCEL MAP 5398 DESCRIBED ABOVE;

THENCE SOUTH 29° 00' 52" WEST, 126.89 FEET;

THENCE SOUTH 49° 28' 11" EAST, 44.73 FEET;

THENCE NORTH 85° 31' 49" EAST, 91.51 FEET;

THENCE SOUTH 40° 31' 49" WEST, 36.20 FEET;

THENCE SOUTH 04° 28' 11" EAST, 45.21 FEET;

THENCE SOUTH 40° 31' 49" WEST, 156.95 FEET;

THENCE SOUTH 49° 28' 11" EAST, 141.91 FEET; TO A POINT ON THE BOUNDARY OF Parcel 1 OF THE PARCEL MAP DESCRIBED ABOVE, AND THE **TRUE POINT OF BEGINNING**;

1) THENCE, SOUTH 49° 28' 11" EAST, 56.49 FEET TO A NON-TANGENT 24.5 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 41°39' 40" WEST;

2) THENCE, EASTERLY ALONG SAID 24.5 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 82° 11' 29", AN ARC DISTANCE OF 35.15 FEET;

3) THENCE, SOUTH 49° 28' 11" EAST, 75.00 FEET;

4) THENCE, NORTH 40° 31' 49" EAST, 20.00 FEET;

5) THENCE, SOUTH 49° 28' 11" EAST, 129.09 FEET TO THE BEGINNING OF A 50.5 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

6) THENCE, SOUTHEASTERLY ALONG SAID 50.5 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 45° 00' 37", AN ARC DISTANCE OF 39.67 FEET;

7) THENCE, SOUTH 04° 27' 54" EAST, 180.06 FEET, TO A POINT WHICH IS NORTH 47° 39' 34" WEST, 56.31 FEET, FROM A POINT DESCRIBED IN PARCEL 2 IN GRANT DEED 2004-0030530 RECORDED IN THE COUNTY OF TULARE OFFICIAL RECORDS, AS BEING IN THE SOUTH LINE OF LOT 11 IN BLOCK

3 OF CORNELL ADDITION PER MAP RECORDED IN BOOK 8 PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY;

8) THENCE, NORTH 47° 39' 34" WEST, 448.10 FEET;

9) THENCE, NORTH 40° 31' 49" EAST, 86.80 FEET, ALONG THE SOUTHEAST LINE OF PARCEL 1 OF PARCEL MAP 5398 DESCRIBED ABOVE; TO THE TRUE POINT OF BEGINNING.

Containing 1.05 Acres (45,896 sq. ft.) more or less.

END OF DESCRIPTION

Signature: _____
Registered Civil Engineer (RCE 23042 – Exp 12-31-25)

Date: 2/26/25



SUBJECT: Rescission and Replacement of Election Resolutions for Proposed City Charter Amendments

SOURCE: City Manager's Office

COMMENT: On June 16, 2026, the City Council adopted Resolution No. 44-2026 submitting a proposed amendment to Section 61 of the City Charter relating to Local Control of Public Works and Procurement Authority and Resolution No. 45-2026 submitting a proposed amendment to Section 16 of the City Charter relating to Vacancies in Office for placement on the November 3, 2026 General Municipal Election ballot.

Following transmittal of the adopted resolutions to the Tulare County Registrar of Voters, staff was advised that additional election-related information is required to process the proposed Charter amendments for the November 3, 2026 General Municipal Election. Specifically, the resolutions must include the complete voter information guide text, designate the official newspaper for publication of election notices, and specify the passage requirement applicable to each measure. These additions are procedural in nature and do not modify the substance of the proposed Charter amendments previously approved by the City Council.

The attached replacement resolutions rescind and replace Resolution Nos. 44-2026 and 45-2026 in their entirety. The revised resolutions incorporate the additional election requirements requested by the Tulare County Registrar of Voters while preserving the ballot questions and Charter amendment language previously approved by the City Council. The replacement resolutions also include the full text of the proposed Charter amendments for inclusion in the voter information guide, designate the Porterville Recorder as the official newspaper for publication of election notices, and specify that each measure shall be approved by a majority of the votes cast.

The replacement resolutions do not alter the substance of the proposed Charter amendments previously approved by the City Council. Their purpose is solely to incorporate additional procedural election requirements identified by the Tulare County Registrar of Voters so the measures may be placed on the November 3, 2026 General Municipal Election ballot.

RECOMMENDATION: That the City Council:
1. Adopt the Resolution rescinding Resolution No. 44-2026 and approving a replacement Resolution submitting a proposed amendment to Section 61 of the City Charter relating to Local Control of Public Works and Procurement Authority to the voters at the November 3, 2026 General Municipal Election; and
2. Adopt the Resolution rescinding Resolution No. 45-2026 and approving a replacement Resolution submitting a proposed amendment to Section 16 of the City Charter relating to Vacancies in Office to the voters at the November 3, 2026 General Municipal Election.

ATTACHMENTS:
1. Draft Resolution - Local Control of Public Works and Procurement Authority
2. Draft Resolution - Vacancies in Office

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING AND REPLACING RESOLUTION NO. 44-2026, AND APPROVING AND CALLING FOR THE SUBMISSION TO THE VOTERS OF A CITY COUNCIL PROPOSED MEASURE TO AMEND CITY CHARTER SECTION 61 RELATING TO THE LOCAL CONTROL OF PUBLIC WORKS AND PROCUREMENT AUTHORITY AT A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 3, 2026

WHEREAS, the City Council desires to submit a proposed City Charter amendment to the voters at the General Municipal Election on November 3, 2026; and

WHEREAS, the City Council has determined that the existing provisions of City Charter Section 61 would benefit from modernization to provide the City with greater flexibility in the performance of public works activities and the administration of purchasing and procurement functions; and

WHEREAS, the proposed charter amendment does not alter any procedural or substantive protection, right, benefit, or employment status of any local government employee or any retiree or of any local government employee organization; and

WHEREAS, the proposed charter amendment is an exercise of the City's constitutional home rule authority regarding matters of municipal affairs; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 44-2026 calling for the submission of the proposed City Charter amendment to the voters; and

WHEREAs, following submission of Resolution No. 44-2026 to the Tulare County Registrar of Voters, the Registrar determined that the resolution did not contain all information required to process the measure for the November 3, 2026 General Municipal Election; and

WHEREAS, in order to incorporate the required information and facilitate placement of the proposed measure on the ballot, the City Council desires to rescind Resolution No. 44-2026 and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE AS FOLLOWS:

SECTION 1. Resolution No. 44-2026 is hereby rescinded in its entirety and replaced by this Resolution. This Resolution supersedes Resolution No. 44-2026 for all purposes relating to the submission of the proposed City Charter amendment to the voters at the November 3, 2026 General Municipal Election.

SECTION 2. That pursuant to requirements of the Charter of the City of Porterville and California Election Code, there is called and ordered to be held in the City of Porterville on Tuesday, November 3, 2026, a General Municipal Election for the purpose of submitting a City Council charter amendment proposal to the voters for approval.

SECTION 3. That the City Council, pursuant to its right and authority under State Government Code section 34458, and Elections Code sections 1415 (a)(2) and 9255, does order submitted to the voters at the municipal election on November 3, 2026, the following proposed charter amendment:

CITY OF PORTERVILLE CHARTER AMENDMENT MEASURE_____-2026	
Shall the City Charter be amended to authorize the City Council to determine whether public works, maintenance, repair, improvement, and construction activities are performed by City forces, through contracts, or through agreements with other public agencies, and to authorize the City to establish purchasing and contracting procedures?	**YES**
	NO

SECTION 4. The City Council approves and adopts the complete text of the proposed amendment of City Charter Section 61 as follows, with deletions of existing text shown in strike out and additions shown in underlining for convenient reference only:

Section 61. ~~Competitive Bidding For Contract Work For Erection, Improvement And Repair Of Public Buildings, Etc., Where The Amount Is In Excess Of Five Thousand Dollars.~~ Local Control of Public Works and Procurement Authority.

~~When a required expenditure exceeds five thousand dollars, it shall be contracted for and let to the lowest responsible bidder after notice.~~

~~As used in this section public project means a project for the erection, improvement and repair of public buildings and works; work in or about streams, embankments, or other work for protection against overflow; street sewer work except maintenance or repair; furnishing supplies or materials for any such project, including maintenance or repair of streets, sewers or water lines.~~

~~The council may reject any or all bids presented and may, at its discretion, readvertise for other bids, or, the council may, after rejecting bids, determine and declare by a four fifths (4/5) vote of all of its members that the work in question may be more economically or satisfactorily performed by day labor, or the labor or materials purchased at a lower price in the open market and after the adoption of a resolution to this effect it may proceed to have the same done in the manner stated without further observance of the foregoing provisions of this section.~~

~~The notice inviting sealed bids shall set a date for the opening of bids; the first publication shall be at least ten (10) days before the date of the opening of the bids; shall be published~~

~~at least twice not less than five (5) days apart in the official newspaper selected by the council.~~

~~In case of a great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster, the council may, by resolution passed by a vote of four- fifths (4/5) of its members, determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health, or property, and thereupon they may proceed without advertising for bids or receiving the same, to expend, or enter into a contract involving the expenditure of any money required in such emergency, on hand in the city treasury and available for such purpose.~~

The City shall have the power to perform any work of improvement, replacement, repair or maintenance by use of its own forces and is not required to contract for such work, including the construction of such work. The City may also contract with other public agencies for such work.

The City shall have the power to establish standards, procedures, rules, or regulations related to the purchasing of goods, property, or services.

SECTION 5. Passage of this measure requires a regular majority of votes.

SECTION 6. The Tulare County Clerk/Registrar of Voters shall give the appropriate notices for the election in the Porterville Recorder and shall conduct the election pursuant to provisions of state law.

SECTION 7. The City Council directs the City Clerk to transmit a copy of the proposed charter amendment to the City Attorney. The City Attorney is directed to prepare an impartial analysis of the proposal, not to exceed 500 words in length, showing the effect of the proposal on existing law and the operation of the proposal. The City Attorney is further directed to transmit the impartial analysis to the City Clerk within ten days of adoption of this Resolution.

SECTION 8. The Tulare County Registrar of Voters is hereby requested to reprint the full text of the proposed City Charter amendment, substantially in the form attached hereto as Exhibit A, in the voter information pamphlet to be distributed to voters for the November 3, 2026 General Municipal Election.

SECTION 9. Pursuant to Elections Code section 9282, the City Council authorizes the Mayor, or the Mayor's designee, to file a written argument on behalf of the City Council regarding the measure, accompanied by up to four additional printed names and signatures of persons joining in the submission.

SECTION 10. Pursuant to Elections Code sections 9285 and 9287, the City Clerk, or County elections official as provided through the consolidated election process, is authorized and directed to perform all duties required by law relating to the receipt, selection, exchange, filing, and printing of ballot arguments and rebuttal arguments for the measure.

The City Clerk or County elections official shall send a copy of the argument in favor of the measure to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receipt of the arguments.

The author or a majority of the authors of an argument relating to the measure may prepare and submit a rebuttal argument or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

The rebuttal argument shall not exceed 250 words. A rebuttal argument may not be signed by more than five persons. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 11. That the City Clerk, or County elections official is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 12. Notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form and manner as required by law.

SECTION 13. Pursuant to Elections Code sections 10401 and 10403, the Board of Supervisors of the County of Tulare is hereby requested to consent and agree to the consolidation of the General Municipal Election to be held on Tuesday, November 3, 2026, for the submission of the measure.

SECTION 14. The County Elections Division is hereby authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 15. The Board of Supervisors of the County of Tulare is hereby requested to issue instructions to the County Elections Division to take any and all steps necessary for the holding of the consolidated election.

SECTION 16. The City Council of the City of Porterville recognizes that additional costs will be incurred by the County of Tulare by reason of this consolidation and hereby agrees to reimburse the County for these costs.

SECTION 17. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Division of the County of Tulare.

/ / /

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

EXHIBIT A

VOTER INFORMATION PAMPHLET BALLOT TEXT

Section 61. Local Control of Public Works and Procurement Authority.

The City shall have the power to perform any work of improvement, replacement, repair or maintenance by use of its own forces and is not required to contract for such work, including the construction of such work. The City may also contract with other public agencies for such work.

The City shall have the power to establish standards, procedures, rules, or regulations related to the purchasing of goods, property, or services.

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING AND REPLACING RESOLUTION NO. 45-2026, AND APPROVING AND CALLING FOR THE SUBMISSION TO THE VOTERS OF A CITY COUNCIL PROPOSED MEASURE TO AMEND CITY CHARTER SECTION 16 RELATING TO THE FILLING OF CITY COUNCIL VACANCIES AT A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 3, 2026

WHEREAS, the City Council desires to submit a proposed City Charter amendment to the voters at the General Municipal Election on November 3, 2026; and

WHEREAS, the City Council has determined that establishing a clear process for filling vacancies on the City Council promotes consistency, continuity of representation, and public understanding of the City's vacancy procedures; and

WHEREAS, the proposed charter amendment does not alter any procedural or substantive protection, right, benefit, or employment status of any local government employee or any retiree or of any local government employee organization; and

WHEREAS, the proposed charter amendment is an exercise of the City's constitutional home rule authority regarding matters of municipal affairs; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 45-2026 calling for the submission of the proposed City Charter amendment to the voters; and

WHEREAs, following submission of Resolution No. 45-2026 to the Tulare County Registrar of Voters, the Registrar determined that the resolution did not contain all information required to process the measure for the November 3, 2026 General Municipal Election; and

WHEREAS, in order to incorporate the required information and facilitate placement of the proposed measure on the ballot, the City Council desires to rescind Resolution No. 45-2026 and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE AS FOLLOWS:

SECTION 1. Resolution No. 45-2026 is hereby rescinded in its entirety and replaced by this Resolution. This Resolution supersedes Resolution No. 45-2026 for all purposes relating to the submission of the proposed City Charter amendment to the voters at the November 3, 2026 General Municipal Election.

SECTION 2. That pursuant to requirements of the Charter of the City of Porterville and California Election Code, there is called and ordered to be held in the City of Porterville on Tuesday,

November 3, 2026, a General Municipal Election for the purpose of submitting a City Council charter amendment proposal to the voters for approval.

SECTION 3. That the City Council, pursuant to its right and authority under State Government Code section 34458, and Elections Code sections 1415 (a)(2) and 9255, does order submitted to the voters at the municipal election on November 3, 2026, the following proposed charter amendment:

CITY OF PORTERVILLE CHARTER AMENDMENT MEASURE_____-2026	
Shall the City Charter be amended to require that vacancies on the City Council be filled by appointment of the City Council when less than one year remains in the unexpired term, and by a special election when one year or more remains in the unexpired term?	**YES**
	NO

SECTION 4. The City Council approves and adopts the complete text of the proposed amendment of City Charter Section 16 as follows, with deletions of existing text shown in strike out and additions shown in underlining for convenient reference only:

Section 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by ~~appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections~~ appointment of the City Council if less than one year remains in the unexpired term. If one year or more remains in the unexpired term, the vacancy shall be filled by a special election. Notwithstanding the foregoing, if for any reason the seats of a majority of the City Council become vacant, the City Clerk shall call a special election to fill the vacancies for the unexpired terms, and the election shall be conducted substantially in the manner provided for general municipal elections.

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her office shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of

moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant.

SECTION 5. Passage of this measure requires a regular majority of votes.

SECTION 6. The Tulare County Clerk/Registrar of Voters shall give the appropriate notices for the election in the Porterville Recorder and shall conduct the election pursuant to provisions of state law.**SECTION 7.** The City Council directs the City Clerk to transmit a copy of the proposed charter amendment to the City Attorney. The City Attorney is directed to prepare an impartial analysis of the proposal, not to exceed 500 words in length, showing the effect of the proposal on existing law and the operation of the proposal. The City Attorney is further directed to transmit the impartial analysis to the City Clerk within ten days of adoption of this Resolution.

SECTION 8. The Tulare County Registrar of Voters is hereby requested to reprint the full text of the proposed City Charter amendment, substantially in the form attached hereto as Exhibit A, in the voter information pamphlet to be distributed to voters for the November 3, 2026 General Municipal Election.

SECTION 9. Pursuant to Elections Code section 9282, the City Council authorizes the Mayor, or the Mayor's designee, to file a written argument on behalf of the City Council regarding the measure, accompanied by up to four additional printed names and signatures of persons joining in the submission.

SECTION 10. Pursuant to Elections Code sections 9285 and 9287, the City Clerk, or County elections official as provided through the consolidated election process, is authorized and directed to perform all duties required by law relating to the receipt, selection, exchange, filing, and printing of ballot arguments and rebuttal arguments for the measure.

The City Clerk or County elections official shall send a copy of the argument in favor of the measure to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receipt of the arguments.

The author or a majority of the authors of an argument relating to the measure may prepare and submit a rebuttal argument or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

The rebuttal argument shall not exceed 250 words. A rebuttal argument may not be signed by more than five persons. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 11. That the City Clerk, or County elections official is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter, and all

supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 12. Notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form and manner as required by law.

SECTION 13. Pursuant to Elections Code sections 10401 and 10403, the Board of Supervisors of the County of Tulare is hereby requested to consent and agree to the consolidation of the General Municipal Election to be held on Tuesday, November 3, 2026, for the submission of the measure.

SECTION 14. The County Elections Division is hereby authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 15. The Board of Supervisors of the County of Tulare is hereby requested to issue instructions to the County Elections Division to take any and all steps necessary for the holding of the consolidated election.

SECTION 16. The City Council of the City of Porterville recognizes that additional costs will be incurred by the County of Tulare by reason of this consolidation and hereby agrees to reimburse the County for these costs.

SECTION 17. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Division of the County of Tulare.

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2026.

_____
Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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

EXHIBIT A

VOTER INFORMATION PAMPHLET BALLOT TEXT

Section 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment of the City Council if less than one year remains in the unexpired term. If one year or more remains in the unexpired term, the vacancy shall be filled by a special election. Notwithstanding the foregoing, if for any reason the seats of a majority of the City Council become vacant, the City Clerk shall call a special election to fill the vacancies for the unexpired terms, and the election shall be conducted substantially in the manner provided for general municipal elections.

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her office shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant.

SUBJECT: Approval of Community Civic Event Application – For the Kidz Global Corporation Farmers Market and Direction to Develop a Special Event Cost Recovery Policy

SOURCE: Finance

COMMENT: For the Kidz Global Corporation has submitted a Community Civic Event Application requesting approval to conduct a recurring Farmers Market at Centennial Plaza every Sunday from August 9, 2026, through December 27, 2026, between 5:00 p.m. and 9:00 p.m. The proposed event is intended to strengthen community connections, promote local agriculture and small businesses, and create a welcoming environment where residents and visitors can purchase fresh, locally grown, and handcrafted products. An Outside Amplifier Permit has been approved for the requested event hours.

The Community Civic Event Application has been reviewed by the Police Department, Fire Department, Parks and Leisure Services, Administrative Services, and Risk Management. All applicable operational requirements and event conditions are outlined in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit. Food vendors participating in the event shall comply with all applicable Tulare County health requirements and City Fire Department safety regulations. The required certificate of liability insurance and additional insured endorsement have also been reviewed and approved.

Staff has reviewed the requested recurring use of Centennial Plaza and determined that the proposed schedule is compatible with anticipated City operations and planned facility use during the requested event period. Staff believes the proposed farmers market will provide a valuable community benefit by supporting local agriculture, small businesses, and community engagement while ensuring appropriate operational, safety, and risk management standards are maintained.

Because the proposed event will occur weekly over an extended period, it may require ongoing City resources, including police services, public works support, street closures or traffic control, parks maintenance, administrative coordination, and other City services. While staff is recommending approval of

the requested Community Civic Event under the City's existing policies, staff also believes it would be appropriate for the City Council to consider establishing a comprehensive Special Event Cost Recovery Policy for future events requiring City resources.

A Special Event Cost Recovery Policy would allow the City Council to consider standardized fees, identify the types of City services subject to cost recovery, establish criteria for fee waivers or reductions, and ensure a fair, transparent, and consistent process for future special events. Staff would return with policy recommendations for City Council consideration, including a proposed fee schedule and administrative procedures.

Approval of this Community Civic Event does not waive any applicable City requirements. Prior to commencing operations, For the Kidz Global Corporation shall obtain and maintain a valid City of Porterville business license, as required by the Porterville Municipal Code, along with all other applicable federal, state, county, and local permits and approvals.

RECOMMENDATION: That the City Council:
1. Approve the Community Civic Event Application submitted by For the Kidz Global Corporation for the "Farmers Market" to be held every Sunday from August 9, 2026, through December 27, 2026, at Centennial Plaza, subject to the conditions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C, and the Outside Amplifier Permit;
2. Require the applicant to obtain and maintain a valid City of Porterville business license, as required by the Porterville Municipal Code, prior to commencing operations; and
3. Direct staff to return to the City Council with a proposed Special Event Cost Recovery Policy for future events requiring City resources, including a proposed fee schedule, recommended cost recovery for City services, administrative procedures, and criteria for fee waivers or reductions.

ATTACHMENTS:
1. CCE- Farmer's Market Application, Exhibit A, B, C, Outside Amplifier Permit, Map, Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Trisha Whiteley, Acting Finance Director

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event Flyer: Yes ■ No _____ If yes, please attach copy

E-mail address: jaimegomez56@ymail.com

Website: _____

Application date: June 5 Event date: August 9,16,23,30, Sept 6,13,20,27, Oct 4,11,18,25 Nov 1,8,15,22,29 Dec 6,13,20,2

Event time: 5pm-9pm

Name of Event: Farmers Market

Sponsoring organization: For The Kidz Global Corporation Phone #559-920-2784

Address: 25433 Avenue 78 Terra Bella

Authorized representative: Mike DeLeon Phone #559-920-2784

Address: 1690 West kanai ave

Event chairperson: Jamie Gomez Phone # 559-789-1943

Location of event 296 N Main st Porterville

Location map must be attached

Description of event: Farmers Market

Purpose of event: Farmers Market

Non-profit organization status: active 39-34532.12

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No ■

Police protection Yes _____ No _____ Refuse pickup Yes _____ No ■

Other: _____

Parks facility application required: Yes ■ No _____ Attached ■

Assembly permit required: Yes ■ No _____ Attached ■

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred ($100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars ($2,000,000.00) per occurrence for bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

JG
_____Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

JG
_____Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

JG
_____Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

JG
_____Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

JG
_____Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

(Name of Organization) for the kidz global corporation (Signature) _____ (Date) 6-5-2(

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Farmers Market

Sponsoring organization: for the kidz global corporation

Location: 296 n main st Porterville Event date: August 9th Event time: 5pm-9pm

All vendors are required to complete the business license permit form. List all firms, individuals. organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION**. Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Pending list once I start getting vendors I will send over list			

*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*
The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: 3rd annual Porterville watermelon festival

Sponsoring organization: For the kids global corporation

Event date: August 9th Hours: 5pm-9pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity
E Cleveland Ave	Main/ E Cleveland Ave	N 2nd St	

Sidewalks	From which sidewalk	To which sidewalk	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

For the Kidz Global Corporation

Farmers Market

Sundays in August through December, beginning August 9, 2026

Fire Marshal: *C. Dignam*	Please see Exhibit C.
Parks & Leisure Service Asst. Director: *A. Graybehl*	Park reservation fees must be paid in advance of the events. Vehicles are prohibited on Centennial Park grass. Portable toilets need for events over 50 people.
Police Lieutenant: *M. Hatch*	Please see Exhibit B.
Administrative Service Director: *Y. Andrade*	The certificate of liability and endorsement form are sufficient for the proposed event. All bounce house/inflatable participants or legal guardians (if participant is a minor) must sign a waiver of liability releasing the City from any and all claims.
Field Services Superintendent-Refuse: *B. Spry*	No comments.
Field Services Superintendent-Streets: *I. Fajardo*	Staff will be responding before and after the event to provide and retrieve the barricades.

Requirements for Community Civic Event

Sponsor:	For the Kidz Global Corporation
Event:	Farmers Market
Event Chairman:	Jaime Gomez
Location:	Centennial Plaza
Date of Event:	Sundays in August through December, beginning August 9, 2026

RISK MANAGEMENT: Conditions of Approval

That For the Kidz Global Corporation provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Farmers Market Community Event
Every Sunday Beginning August 9, 2026 through December 27, 2026
(5:00 pm to 9:00 pm)

Location: Centennial Park

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.

- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.

- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted by organizer with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sergeant Justin Ellestad of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law).

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

- Event organizers shall contact Police Department Lieutenant Orlando Ortiz, Lieutenant Bruce Sokoloff, or Acting Lieutenant Erik Martinez (559-782-7410 or 559-782-7400) to coordinate and schedule the appropriate number of law enforcement officers to provide security and ensure safety during the event.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

City of Porterville/Fire Department

Community Civic Event Application

Farmers Market

Every Sunday Beginning August 9, 2026 through December 27, 2026

Centennial Park

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B, C fire extinguisher (Tagged within the last year) that is properly tagged for use within seventy-five feet (75'). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy. All trailers shall be separated from the towing vehicle and level. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system (within the last 6 months) and the required K series extinguisher, along with the 2A:10B, C fire extinguisher. (Tagged within the last year)

Clayton Dignam
Fire Marshal

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
    a. Individual tents having a maximum size of 700 square feet.
    b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
    c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe′, deep fat frying, baking, warming, or boiling. **Deep fat frying –** Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.)*
- Each cooking booth shall have at least one exit-way, a minimum **3'** wide and **6'8"** high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of **10'** on at least two sides with clearance of at least **10'** from any vendor booth.
- Minimum **12'** separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of **18"** from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
    - Shut off valves shall be provided at each fuel source;
    - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
    - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
    - The booth operator shall test all connections for leaks with soap and water solution;
    - Fuel tanks shall be protected from damage and secured in an upright position;
    - Hoses shall be of a type approved for use with the equipment and fuel type;
    - Tanks not in use shall be turned off;
    - Extra fuel tanks shall not be stored in booths;
    - Unused fuel cylinders shall be stored in a secured position.

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of 15' from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.

Cooking Booth Vendor Agreement

Booth/Space #_____ **Business Name**_____
On Site Contact Name_____ **Contact Phone #**_____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS**.

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

_____

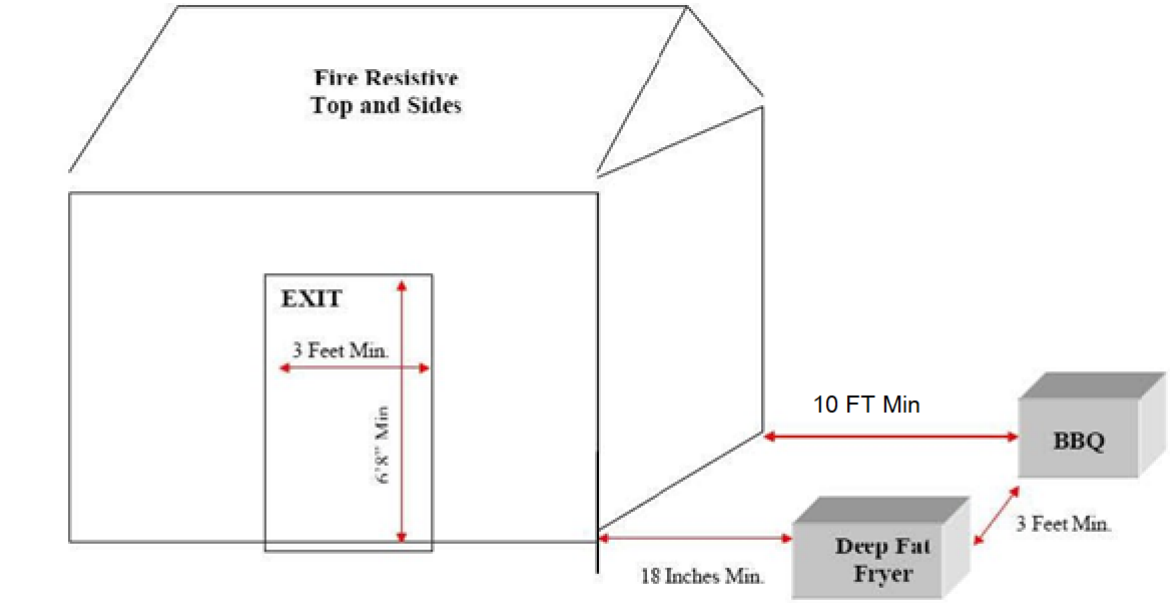
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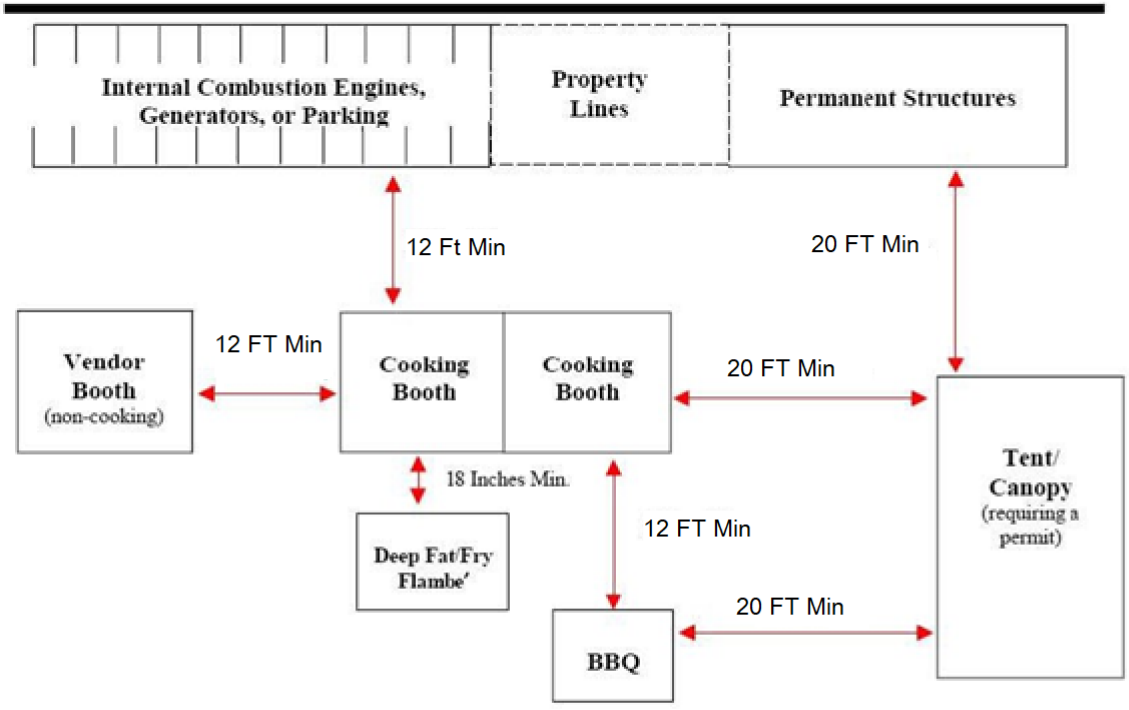
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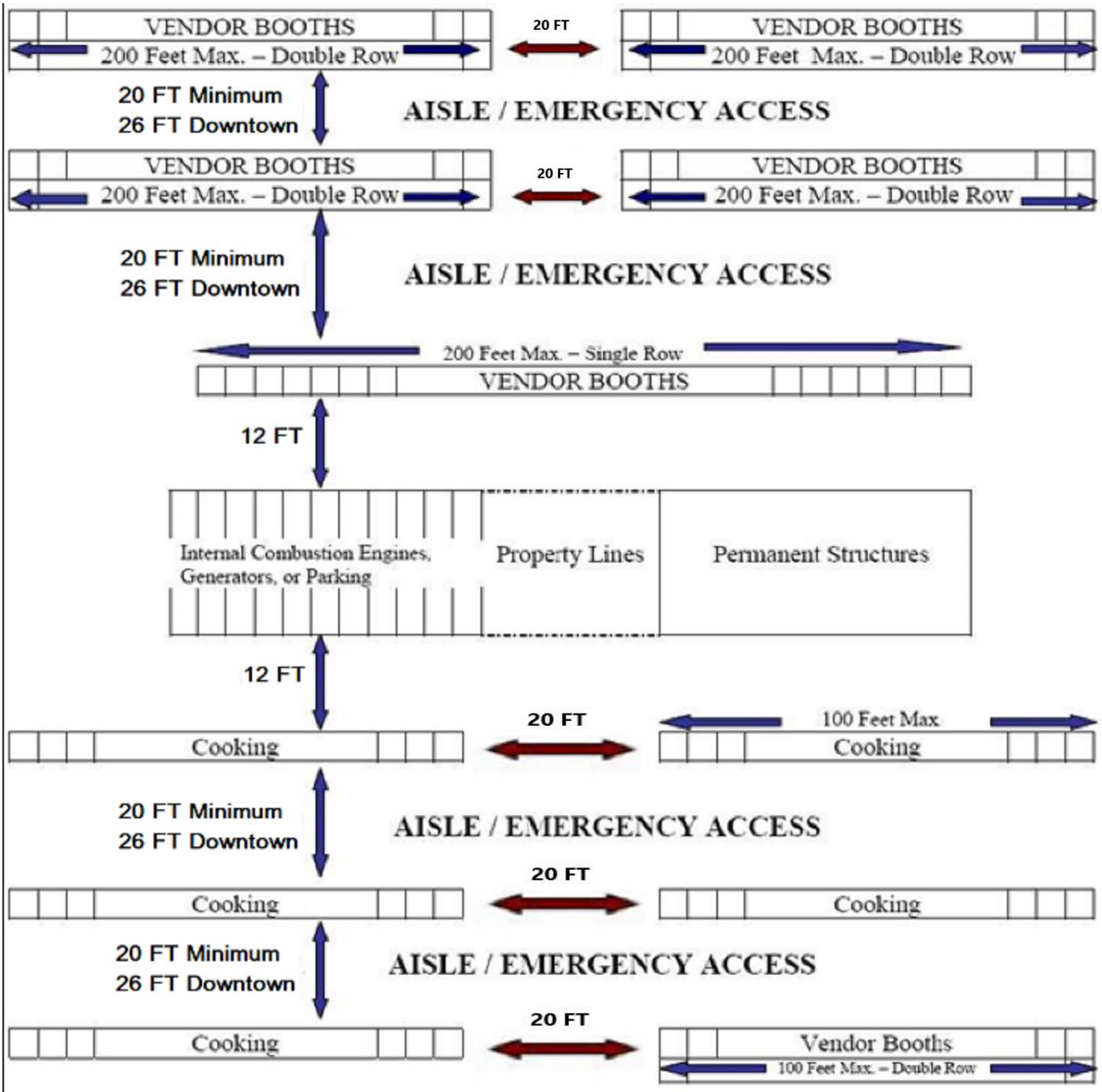
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature_____ Date_____


Fire Resistive
Top and Sides
EXIT
3 Feet Min.
6'8" Min
10 FT Min
BBQ
3 Feet Min.
Deep Fat
Fryer
18 Inches Min.


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
Tent/
Canopy
(requiring a
permit)
18 Inches Min.
Deep Fat/Fry
Flambe'
12 FT Min
20 FT Min
BBQ



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

CITY OF PORTERVILLE

OUTSIDE AMPLIFIER PERMIT

(City Ordinances #18-9 & 18-14)

This application must be submitted ten *(10)* days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant:

jaime Gomez 25433 ave 78 Terra Bella

2 Address where amplification equipment is to be used: 296 n main St Porterville

3 Names and addresses of all persons who will use or operate the amplification equipment:

25433 ave 78 Terra Bella

4 Type of event for which amplification equipment will be used:

Farmers Market community event

5 Dates and hours of operation of amplification equipment:

August 9 16 23 30 Sept 6 13 20 27 Oct 4 11 18 25 Nov 1 8 15 22 29 Dec 6 13 20 27

6 A general description of the sound amplifying equipment to be used:

Bluetooth speaker

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operate, 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.

Signature of Applicant

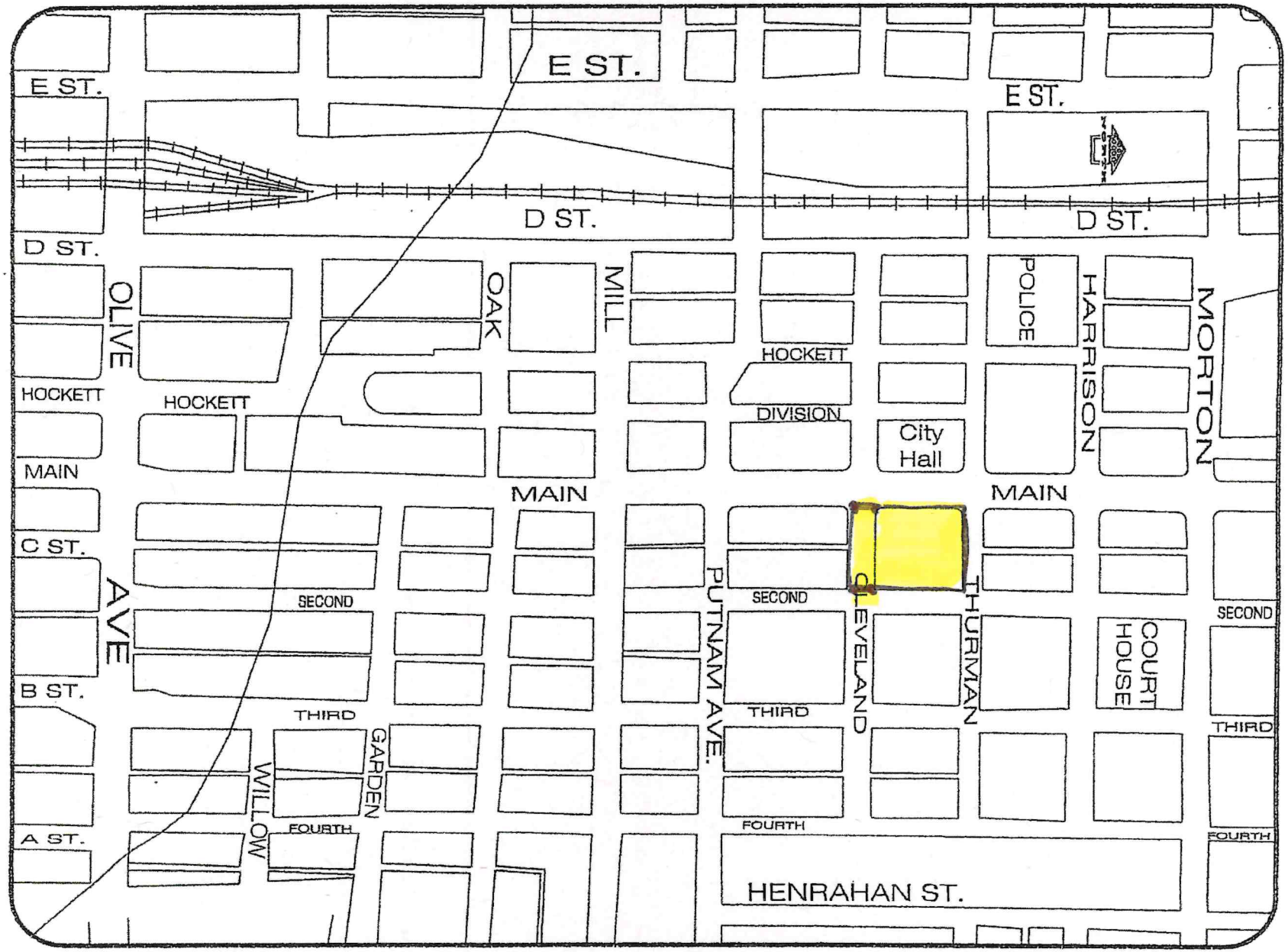
6-24-26

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

Date


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POLICE
HARRISON
MORTON
HOCKETT
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PUTNAM AVE.
CLEVELAND
THURMAN
COURT HOUSE
B ST.
THIRD
THIRD
THIRD
GARDEN
WILLOW
FOURTH
FOURTH
FOURTH
A ST.
HENRAHAN ST.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2026

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

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

PRODUCER	CONTACT NAME: Nancy Contreras Tobias
Nancy Contreras Tobias InsureOne Insurance Services America, LLC - TX 11767 Katy Fwy Ste 200 Houston, TX 77079	PHONE (A/C, No, Ext): 2818473595 FAX (A/C, No): E-MAIL ADDRESS: nancy.contreras.tobias@insureone.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Spinnaker Insurance Company — 24376
INSURED	INSURER B:
For the Kidz GLOBAL CORPORATION 25433 Avenue 78 Terra Bella, CA 93270	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		CSG-00479359-00	05/20/2026	05/20/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder is named as an additional insured.

The policy contains a Blanket Additional Insured endorsement.

The policy contains a Blanket Waiver of Subrogation endorsement.

Coverage is Primary & Non-Contributory

CERTIFICATE HOLDER

City of Porterville
291 N Main St.
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David McFarland

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES (BLANKET)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization with whom you agree in a written agreement for lease or rental of premises or building, prior to loss, to name as an additional insured in this Businessowners Coverage City of Porterville 291 N. Main St Porterville, CA 93257
Additional Premium:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

JUMPINF-01 SERVICE4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2026

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

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

PRODUCER	CONTACT NAME: Josh Quintero
American Tri-Star Insurance Services Inc. 16162 BEACH BLVD STE 100 Huntington Beach, CA 92647	PHONE (A/C, No, Ext): (619) 919-0328 FAX (A/C, No):
	E-MAIL ADDRESS: josh@amtsi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Kinsale Insurance Company — 38920
INSURED Jumpland Inflatable's 1110 E Fairhaven Ct Porterville, CA 93257	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			01004357000	3/11/2026	3/11/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Owner?s & Contractor						MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

The City Of Porterville
15 E Thurmann Ave Suite A
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - SCHEDULED PERSON OR ORGANIZATION

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100283532-1	03/03/2026 12:01AM at the Named Insured address shown on the Declarations	Jumpland Inflatables
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 1

This endorsement modifies insurance under the following:

EQUESTRIAN GENERAL LIABILITY WITH EQUINE PROFESSIONAL LIABILITY COVERAGE
FIREARM OPERATIONS GENERAL LIABILITY WITH FIREARM PROFESSIONAL LIABILITY COVERAGE
ATHLETIC FACILITY GENERAL LIABILITY WITH FITNESS TRAINER PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person(s) or Organization(s)	Address of Person(s) or Organization(s)
The City Of Porterville	15 E Thurman Ave, Suite A, Porterville, CA 93257

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the Person(s) or Organization(s) shown in the above Schedule that you are required to include as an Additional Insured on this Policy by written contract in effect during the "policy period" and executed prior to the "occurrence" causing the "bodily injury" or "property damage", or offense causing the "personal and advertising injury", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Such insurance will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance afforded to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage":
   a. Arising out of the sole negligence of the Additional Insured or any "employee" or agent of the Additional Insured; or
   b. To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. Any Person's or Organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
http://www.ci.porterville.ca.us/

Registration/Payment Receipt 107353612

06/11/2026 08:19 AM

Account Information
Jaime Gomez
25433 Ave 78
Porterville, CA 93257
559-789-1943

Payment
Credit/Debit
Ending in 2878
Merchant Code
cd8a21a0-cf3b-47d7-92af-79ba398ce73a
$60.00

Received By
Christina Carrillo at Centennial Plaza

Item	Amount Paid
Centennial Park Gazebo Stage Area Aug 9, 2026 10:00 AM-10:00 PM - Resident Rental Fee: $60/Block	$60.00
Subtotal	$60.00
Total Payment	$60.00

Prompt(s)

Are you having a bounce house at your event/party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. No

Please indicate an estimated number of people you are expecting to attend this function. 100+

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Centennial Park Gazebo Stage Area

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave, Ste A). No Exceptions**. Alcohol beverage permit - $2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

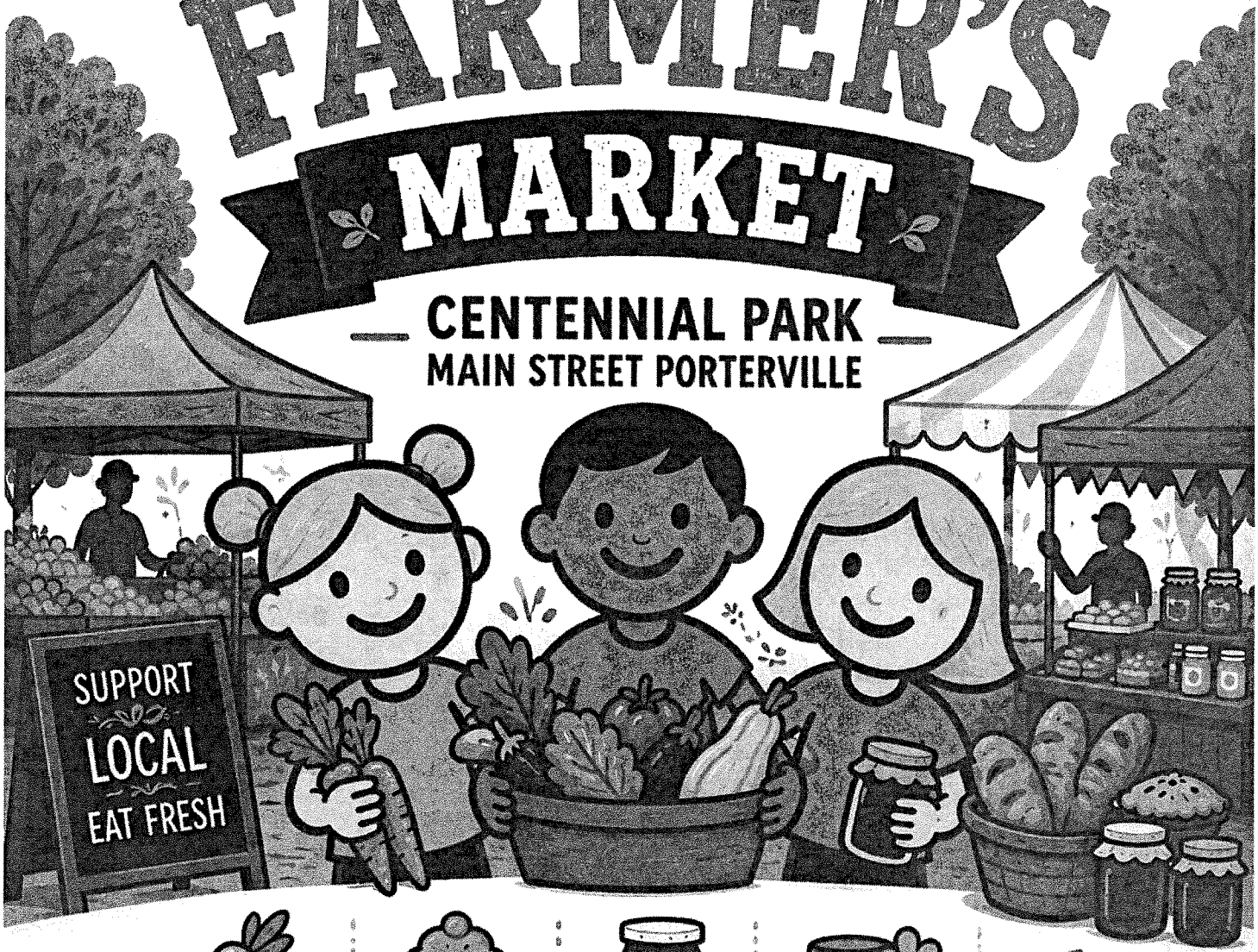
Rental time includes set-up, take-down and clean-up. **Park hours**: 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional $27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars ($1,000.000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

PORTERVILLE FARMER'S MARKET

CENTENNIAL PARK
MAIN STREET PORTERVILLE



HOMEGROWN VEGGIES

BAKED GOODS

JAMS

CRAFTS

LIVE MUSIC

EVERY SUNDAY
5PM–9PM
AUGUST 9TH