AGENDA

Regular City Council Meeting,

Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority

Tuesday, February 21, 2023 – 6:00 pm.
Council Chambers
746 8th Street, Wasco, CA 93280
www.cityofwasco.org

Public advisory: Face masks are recommended. The City Council chamber is open and accessible to the public.

View the meeting Live on the city's website https://www.cityofwasco.org/306/city-council-meeting-videos subject to technical limitations.

ACCESSIBILITY: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the City Council meeting, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org within 48 hours of the meeting or sooner.

The following is provided to assist with public participation:

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8th Street, Wasco, at the entrance of 764 E street, Wasco, and at the entry of the Sheriff's Office 748 F street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at www.cityofwasco.org.

Agenda Materials: City Council agenda materials are released no later than 72 hours prior to a meeting and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at https://www.cityofwasco.org/AgendaCenter

PUBLIC COMMENTS: **All public comments are subject to a 2-minute limit, and a maximum of Thirty (30) minutes will be allowed for any subject.** To provide your comments to the City Councilmembers regarding matters, not on the agenda or a specific item on the agenda, you may address your comments IN PERSON. Before making your presentation, you will be asked to state your name for the record. If you would like to submit a written public comment, please email the City Clerk at cityclerk@cityofwasco.org no later than **4:00 p.m. February 21, 2023**. Please clearly indicate which agenda item number your comments pertain to. Every effort will be made to read your comment into the record; If a comment is received after the

specific time mentioned above, but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting. Still, it will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. **Subject to availability**, notifying at least 48 hours before will usually enable the City to make arrangements.

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. La notificación de al menos 48 horas generalmente permitirá a la Ciudad hacer arreglos. **Sujeto a disponibilidad**.

GETTING TO KNOW YOUR AGENDA

Agenda Sections:

CONSENT CALENDAR Items are routine items that are not expected to prompt discussion. All items are considered for approval at the same time with one vote. Councilmembers, staff, and the public may request items be removed, and members of the public may comment on an item. Items removed from the Consent Calendar are discussed after the vote on the remaining Consent Calendar items.

PUBLIC COMMENT provides the public with an opportunity to address the Council on any matter not listed on the agenda that is within the jurisdiction of the Council. In compliance with the Brown Act, the Council cannot take action on matters not listed on the agenda.

PUBLIC HEARINGS are held on matters specifically required by law. The Mayor will ask for presentations from the staff, the proponent, or the applicant involved (if applicable) in the matter under discussion. Following the Mayor will open the public hearing and ask for public comments. Following the questions from the Councilmembers. The Mayor closes the hearing, and the City Council may discuss and take action.

DEFERRED ITEMS: these are items that were postponed or delayed for specific reasons and are brought back to the Council for consideration. These items are expected to cause discussion and/or action by the Council. Staff may make a presentation, and Councilmembers may ask questions of staff and involved parties before the Mayor invites the public to provide input.

NEW BUSINESS: these are items that are expected to cause discussion and/or action by the council but do not legally require a Public Hearing. Staff may make a presentation, and Council members may ask questions of staff and the involved parties before the Mayor invites the public to provide input.

CLOSED SESSION: may only be attended by members of the Council, support staff, and/or legal counsel. The most common purpose of a Closed Session is to avoid revealing confidential information that may prejudice the legal or negotiation position of the City or compromise the privacy interests of employees. Closed sessions may be held only as specifically authorized by law.

Council Actions:
RESOLUTIONS are formal expressions of opinion or intention of the Council and are usually effective immediately.

ORDINANCES are laws adopted by the Council. Ordinances usually amend, repeal or supplement the Municipal Code; provide zoning specifications; or appropriate money for specific purposes. Most ordinances require two hearings; an introductory hearing, generally followed by a second hearing at the next regular meeting. Most ordinances go into effect 30 days after the final approval.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS: CEQA is intended to inform government decision-makers and the public about the potential environmental effects of proposed activities and to prevent significant, avoidable environmental damage.

PROCLAMATIONS and **RECOGNITIONS** are issued by the City to honor significant achievements by community members, highlight an event, promote awareness of community issues, and recognize City employees.

REGULAR MEETING – 6:00 pm

1) **CALL TO ORDER:** Mayor Martinez

2) **ROLL CALL:** Mayor Martinez, Mayor Pro Tem Garcia, Council Members: Medina, Reyna, Saldaña

3) **FLAG SALUTE:** led by Mayor

4) **INVOCATION:** by Paul Hernandez, Free Will Baptist Church

5) **PRESENTATIONS:**

6) **PUBLIC COMMENTS:**
This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will

be allowed for any one subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in the staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests the removal of a particular item.

a. Receive and File department payments totaling $ 397,770.86

b. Approval of Travel Expenses Exceeding $500.00 for the Chief Building Official to attend the California Building Officials (CALBO) Annual Business Meeting March 5 – March 9, 2023, in San Diego, CA. and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

c. Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Sentinel Engineering to provide Police Department technology consulting services and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

d. Accept all Bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with Bowman Asphalt, Inc. for the North Magnolia Paving Project in the amount of $207,400.00 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $10,000 and Find that the proposed Project is classified as categorically exempt pursuant to CEQA Section 15332 qualifies for Class 32 Categorical Exempion of the California Environmental Quality Act State Guidelines, thus, no environmental review is required.

e. Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Miller Mendel Inc (MMI) a

Washington corporation for their eSOPH software platform and Find that this Action is not a project as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.

f. Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022– 2023. and Find this Action as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA, no environmental review is required.

g. Approval for Travel Expenses Exceeding $500.00 per participation for Mayor Martinez, Council Member Garcia, Council Member Medina, Council Member Reyna, Council Member Saldaña, and the City Manager to attend the League of California Cities City Leaders Summit on April 12 – April 14, 2023, in Sacramento California and Find that this action is not a project as defined under the California Environmental Quality Act (CEQA) State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

h. Approval of Travel and Training Expenses Exceeding $500.00 for Executive Assistant I to attend the California Association for Coordinated Transportation(CALACT) Spring 2023 Conference on April 17 – 20, 2023, in Olympic Valley, CA and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment ; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

i. Approval of Travel Expenses Exceeding $500.00 per trip for the City Clerk to attend the City Clerks of California Annual Conference on April 11 – 14, 2023, in Palm Springs, California and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

j. Approval of Travel Expenses Exceeding $500.00 for the City Manager to attend the ICSC Conference scheduled for May 21-23, 2023 in Las Vegas, Nevada and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical

change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

k. Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040 and find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305 Class 5 consist on minor alterations in land use limitations, no environmental review is required.

l. Approve a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Kosmont Companies to provide consulting services regarding the Surplus Land Act, Community Facilities Districts, project financing, and other real estate-related issues and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

m. Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Lexipol, LLC, a Delaware Limited Liability Company, and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

10) PUBLIC HEARINGS: None

11) DEFERRED BUSINESS: None

12) NEW BUSINESS:

a. Discussion and Possible Minute action to apply as a small city representative from Kern County as a board member of the San Joaquin Valley Air Pollution Control District Governing Board for a three-year term and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Hurlbert)

b. Adopt a Resolution approving the mid-year operating budget adjustments totaling $75,987.54 in the General Fund and $502,127.66 in other funds and Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required. (Perez-Hernandez)

13) REPORTS FROM COMMISSIONS AND COMMITTEES:

a. Kern Economic Development Corporation (Garcia)

b. Kern Council of Government (Reyna)

c. Wasco Task Force (Reyna & Medina)

14) REPORTS FROM KC FIRE AND SHERIFF:

a. Kern County Fire Department (Appleton)

b. Kern County Sheriff's Department (Shinn)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION: None

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on February 17, 2023, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.

Maria O. Martinez, City Clerk

Bill Pay

Council Meeting: FEBRUARY 21,2023

WARRANTS	AMOUNTS
G020123	54,230.90
WF123122	28,063.06
G020823	303,868.90
G020623	11,608.00
Grand Total	**397,770.86**

Verified By:

Finance Director

Isarel Perez-Hernandez

Digitally signed by: Isarel Perez-Hernandez
DN: CN = Isarel Perez-Hernandez email = isperez@cityofwasco.org C = US
Date: 2023.02.14 12:31:43 -08'00'

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1	G020123	PG & E COMPANY	85	07511140290 01/30/23	24771	UB COW VEHICLES PARKING 14000 J ST JAN 23	544.03
2	G020123	PG & E COMPANY	85	46754368564 01/30/23	24771	UB NE COR CENTRAL AVE & MARGALO ST 01/30/23	299.02
3	G020123	PACE ANALYTICAL SERVICES, INC	5694	B467815	24770	WTR SAMPLE TEST: 1/17/23 BACTERIOLOGICAL	98.00
4	G020123	PACE ANALYTICAL SERVICES, INC	5694	B467525	24770	WTR SAMPLE TEST: 1/11/23 BACTERIOLOGICAL	84.00
5	G020123	PACE ANALYTICAL SERVICES, INC	5694	B467080	24770	WTR SAMPLE TEST: 1/3/22 WELL#8,14,12,11,7,10 CLIP	680.00
6	G020123	PACE ANALYTICAL SERVICES, INC	5694	B466879	24770	WTR SAMPLE TEST: 1/3/23 WELL #8,#14 BACTERIOLOGICA	28.00
7	G020123	PACE ANALYTICAL SERVICES, INC	5694	B466878	24770	WTR SAMPLE TEST: 1/3/23 BACTERIOLOGICAL	98.00
8	G020123	JEFFRIES BROS., INC	140	121144	24766	DISPOSAL #GENERAL: 55 GAL OF MOTOR OIL	811.25
9	G020123	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2768	24773	21021: CDBG 16TH ST REHAB PROJECT AD	456.00
10	G020123	CHARTER COMMUNICATIONS	68	167736001012123	24764	JAN INTERNENT SERVICES	226.68
11	G020123	BSK & ASSOCIATES, INC.	1052	AG02001	24762	WW SAMPLE TEST: 1/11/23 BOD & TSS	140.00
12	G020123	BSK & ASSOCIATES, INC.	1052	AG01703	24762	WW SAMPLE TEST: 1/13/22 BOD & TSS	265.00
13	G020123	WILLIAM C. STATLER	5136	NO.9	24775	PROFESSIONAL SERVICES JAN 2023	2,500.00
14	G020123	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202301180590	24759	READING METER SERVICE 1/13/23-1/18/23	6,563.02
15	G020123	T-MOBILE	4899	964042089 JAN 2023	24774	CELL PHONE SRVCS 12/21/22 - 01/20/23	843.16
16	G020123	AFFINITY TRUCK CENTER	405	F013260147:01	24758	DISPOSAL #22: 1 FRONT & REAR BRAKE SHOE & DRUM	629.00
17	G020123	AMAZON CAPITAL SERVICES, INC	4968	1TQQ-9WD6-NXT9	24760	CORDLESS TRANSFER PUMP, REMOTES, LOCK FITTINGS	169.18
18	G020123	AMAZON CAPITAL SERVICES, INC	4968	1C3K-FRWW-LQWJ	24760	QT: 1 NORSEMAN DRILL BITS AND DRILL SET	108.88
19	G020123	ACC BUSINESS	4766	230160691	24757	JAN 2023: FIBER NETWORK SERVICES	816.91
20	G020123	ATT - PAYMENT CENTER	1488	000019400230	24761	PHONE SRVCS 12/24/22-01/23/23	24.62
21	G020123	ATT - PAYMENT CENTER	1488	000019400238	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
22	G020123	ATT - PAYMENT CENTER	1488	000019400229	24761	PHONE SRVCS 12/24/22 - 01/23/23	47.58
23	G020123	ATT - PAYMENT CENTER	1488	000019400237	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
24	G020123	ATT - PAYMENT CENTER	1488	000019400228	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.66
25	G020123	ATT - PAYMENT CENTER	1488	000019400236	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
26	G020123	ATT - PAYMENT CENTER	1488	000019400235	24761	PHONE SRVCS 12/24/22 - 01/23/23	45.88
27	G020123	ATT - PAYMENT CENTER	1488	000019400226	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
28	G020123	ATT - PAYMENT CENTER	1488	000019400234	24761	PHONE SRVCS 12/24/22 - 01/23/23	28.96
29	G020123	ATT - PAYMENT CENTER	1488	000019400225	24761	PHONE SRVCS 12/24/22 - 01/23/23	324.39
30	G020123	ATT - PAYMENT CENTER	1488	000019400232	24761	PHONE SRVCS 12/24/22 - 01/23/23	1,293.97
31	G020123	ATT - PAYMENT CENTER	1488	000019400223	24761	PHONE SRVCS 12/24/22 - 01/23/23	47.56
32	G020123	ATT - PAYMENT CENTER	1488	000019400239	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
33	G020123	ATT - PAYMENT CENTER	1488	000019400227	24761	PHONE SRVCS 12/24/22 - 01/23/24	70.50
34	G020123	ATT - PAYMENT CENTER	1488	000019400240	24761	PHONE SRVCS 12/24/22 - 01/23/23	70.51
35	G020123	ATT - PAYMENT CENTER	1488	000019400231	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
36	G020123	ATT - PAYMENT CENTER	1488	000019400222	24761	PHONE SRVCS 12/24/22 01/23/2023	28.96
37	G020123	ATT - PAYMENT CENTER	1488	000019400233	24761	PHONE SRVCS 12/24/23 - 01/23/23	24.62
38	G020123	ATT - PAYMENT CENTER	1488	000019400224	24761	PHONE SRVCS 12/24/22 - 01/23/23	24.62
39	G020123	ATT - PAYMENT CENTER	1488	000019401764	24761	PHONE SRVCS 12/24/22 - 01/23/23	89.62

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
40	G020123	CLEAN STRIDE LLC	5289	6553	24765	JAN 2023: JANITORIAL SERVICE	4,897.00
41	G020123	P & J ELECTRIC, INC.	66	8072	24769	HEADWORKS VENTILATION FAN REPAIRS	783.25
42	G020123	CALIFORNIA BUILDING STANDARDS COMMISION	2575	SB1473 12/26/23	24763	GREEN FEE FOR OCT NOV DEC 2022	688.50
43	G020123	NATIONAL AUTO FLEET GROUP	5790	WF5895	24767	WATER DEPARTMENT NEW VEHICLE: FORD RANGER	29,798.37
44	G020123	O'REILLY AUTO ENTERPRISES, LLC	4230	4936-110167	24768	DISPOSAL #25: AIR FILTER	96.53
45	G020123	QUADIENT LEASING USA, INC	2996	N9788088	24772	POSTAGE LEASING JAN 2023	312.95
46	G020123 Total						54,230.90
47	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122FIN	5267	CSFMO CONFERENCE	940.00
48	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122GS	5267	SUPPLIES FOR CHRISTMAS PARADE	959.82
49	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122WC	5267	CONFERENCE REGISTRATION, SUPPLIES FOR CITY HALL	4,652.92
50	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122FL	5267	SAFTY TRAINING COURSE, SUPPLIES FOR REPAIRS	939.55
51	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122HK	5267	SUPPLIES FOR ANNEX AND CITY HALL, MEMBERSHIP	2,812.71
52	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122HC	5267	MATERIALS AND SUPPLIES FOR REPAIRS	1,794.91
53	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122HS	5267	COUNCIL MEETING SWEARING IN CEREMONY	215.83
54	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122LM	5267	CHEIF OF POLICE TRAINING	825.00
55	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122LF	5267	SUPPLIES FOR ANIMAL SHELTER AND AC TRUCK	65.42
56	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122L-M	5267	CALCITIES REGISTRATION FOR ALEX GARCIA	625.00
57	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122MM	5267	SUPPLIES FOR CHRISTMAS PARADE, SWEARING IN CEREMON	2,439.46
58	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122MV	5267	2023 CALCITIES REGISTRATION FOR VINCENT MARTINEZ	625.00
59	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122MS	5267	SAFETY SUPPLIES	487.44
60	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122MC	5267	OFFICE SUPPLIES, SUPPLIES FOR VALVE REPLACEMENT	312.73
61	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122PW	5267	SUPPLIES FOR COUNCIL EVENT, SUPPLIES AND EQUIPMENT	1,891.63
62	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122RG	5267	CALCITIES REGISTRATION GILBERTO REYNA	625.00
63	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122SC	5267	SUPPLIES FOR LIGHT TOWER, TRUCK, AND EMPLOYEE	701.41
64	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122VN	5267	SUPPLIES FOR EMPLOYEE APPRCIATION LUNCHEON	1,167.29
65	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122VL	5267	SUPPLIES FOR ANNEX REPAIRS, FIXED ASSETS	5,881.94
66	WF123122	WELLS FARGO CREDIT CARD	4426	WF123122PLAN	5267	SUBCRIPTION FOR INTERNATIONAL ASSOCIATION OF ELEC	100.00
67	WF123122 Total						28,063.06
68	G020823	PG & E COMPANY	85	3593196785-1 FEB 23	24797	UTILITY BILLING 01/03/23 - 01/31/23	1,840.95
69	G020823	PG & E COMPANY	85	2867383297-9 JAN-23	24797	UB 747 G ST WELL #14 01/30/23	31,725.77
70	G020823	AMAZON CAPITAL SERVICES, INC	4968	17LG-CNCN-7LHG	24787	6 QT: LED CORN LIGHTS, MOGUL BASE AND BULB	259.74
71	G020823	AMAZON CAPITAL SERVICES, INC	4968	1TPW-VFQ3-7YPR	24787	PHONE CASE FOR ANIMAL CONTROL PHONE	28.05
72	G020823	AMAZON CAPITAL SERVICES, INC	4968	1ND3-GVDF-LVPX	24787	RETRO FIT KIT WITH METAL COVER IN CHROME	283.14
73	G020823	ADVANTAGE ANSWERING PLUS	2564	00027-939-041	24786	FEB 2023 ANSWERING SERVICES	110.30
74	G020823	AMERICAN REFUSE INC	183	263730	24788	PRISON SCALE TICKETS JAN 2023	315.00
75	G020823	AUTOZONE,INC	851	5346418334	24789	DISPOSAL #GENERAL: BRAKE CLEANER & STEERING FLUID	123.12
76	G020823	BANK UP CORPORATION	4259	5480	24790	FEB 2023 LOCKBOX PROCESSING	695.75
77	G020823	COUNTRY TIRE & WHEEL	4953	2230114	24791	DISPOSAL #GENERAL: 6 RECAP TIRES	1,783.05
78	G020823	FERGUSON ENTERPRISES INC	1008	1757645	24792	150 QT: RESIDENTIAL WATER METERS 3/4"" & 1""	27,820.25
79	G020823	FERGUSON ENTERPRISES INC	1008	1757645-1	24792	150 QT: RESIDENTIAL WATER METERS 3/4"" & 1""	18,943.75
80	G020823	FERGUSON ENTERPRISES INC	1008	1739708-3	24792	SERVICE LEAKS REPAIRS: PARTS RESTOCK	71.13
81	G020823	GARDAWORLD	4266	10726821	24793	FEB ARMORED CAR SRVCS	433.23
82	G020823	GENERAL OFFICE MACHINE COMPANY	1195	20282	24794	COPIER METER READING 12/31/22-01/31/23	838.22
83	G020823	INFOMART, INC.	4345	961058	24795	BACKGROUND CHECKS JAN 2023	82.65
84	G020823	LAWSON PRODUCTS INC	792	9310272192	24796	MATERIAL #GENERAL: CONNECTORS AND WIRE TIES	144.39
85	G020823	RICHARDS, WATSON, GERSHON A PROFFESSIONAL CORP	3343	241017	24798	PROFESSIONAL SRVCS DEC 2022	2,750.00
86	G020823	SOLENIS LLC	4012	132230246	24799	POLYMER TOTE USED IN DAILY CENTRIFUGE DEWATERING	6,377.86
87	G020823	WASCO T-SHIRTS PRINTING	497	8657	24800	BUSINESS LIC PAPER	606.20
88	G020823	WILBUR-ELLIS COMPANY LLC	1655	15510658	24801	20 GALS OF ROUND UP OF POWERMAX HERBICIDE FOR WWTP	933.08
89	G020823	BAKERSFIELD DODGE, INC	361	VEHICLE 10989	24776	22007: VEHICLE PURCHASE VIN#10989	67,361.80
90	G020823	JIM BURKE FORD LINCOLN	134	VEHICLE 39881	24777	23017: VEHICLE PURCHASE VIN#39881	51,292.71
91	G020823	JIM BURKE FORD LINCOLN	134	VEHICLE 14702	24778	22005: VEHICLE PURCHASE VIN #14702	44,429.66
92	G020823	JIM BURKE FORD LINCOLN	134	VEHICLE 14703	24779	20231: VEHICLE PURCHASE VIN #14703	44,619.10
93	G020823 Total						303,868.90

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
94	G020623	ASPECT ENGINEERING	5829	22322	24784	23018: SCADA UPGRADE 10/11/22 TO 10/20/22	6,608.00
95	G020623	KERN ECONOMIC DEVELOPMENT CORPORATION	143	9022	24785	PUBLIC ANNUAL MEMBERSHIP AUGUST 2022-2023	5,000.00
96	G020623 Total						11,608.00
97	Grand Total						397,770.86

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: February 21, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 for the Chief Building Official to attend the California Building Officials (CALBO) Annual Business Meeting March 5 – March 9, 2023, in San Diego, CA.

Recommendation:
Staff recommends that the City Council

1) Approval of Travel Expenses Exceeding $500.00 for the Chief Building Official to attend the California Building Officials (CALBO) Annual Business Meeting March 5 – March 9, 2023, in San Diego, CA; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for the approval of the Chief Building Official, Martin Ledezma, to attend the California Building Officials Annual Business Meeting, March 5 - March 9, 2023, in San Diego, CA.

This training is designed for California Building Officials to provide assistance through programs and workshops for building and safety management to ensure the highest safety needs for the community. The conference program is attached.

The cost of training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to $500.00 per trip. As a result, the City Council will approve the travel request for the Chief Building Official as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
It is estimated that the cost of the CALBO Annual Business Meeting will not exceed $2,800. The cost of this training is within the Adopted FY 22/23 budget. No budget action is needed with approval of this item.

Attachments:

1. California Building Officials (CALBO) Annual Business Meeting Quick Guide

CALIFORNIA
BUILDING OFFICIALS

61st ABM

ANNUAL BUSINESS MEETING

MARCH 5 - 9, 2023

HYATT REGENCY MISSION BAY
SPA AND MARINA

QUICK GUIDE

ABM Overview

Sunday, March 5 - Thursday, March 9, 2023
Hyatt Regency Mission Bay Spa and Marina
1441 Quivira Road
San Diego, CA 93919

CALIFORNIA BUILDING OFFICIALS

Sunday, March 5

1:00PM	CALBO's Annual Golf Classic Tournament

Monday, March 6

8:30AM - 4:30PM	Registration
8:30 - 10:00AM	*Chapter Leadership Breakfast, Sponsored by ICC*
9:00AM - 5:00PM	Nominations Committee Interviews (Closed)
9:30 - 11:00AM	*CALBO Opening Ceremonies, Town Hall & Membership Forum*
11:00AM - 12:00PM	*Legislative Forum and Government Affairs Updates*
12:00 - 1:15PM	*Model Codes Organizations Luncheon*
1:30 - 2:10PM	*Implementation of All-Gender Restrooms; Applicable Code Enforcement & Local Ordinances*
2:10 - 2:50PM	*CALGreen Carbon Reduction: Building Reuse, Life Cycle Assessment, Global Warming Potential, and Environmental Product Declarations*
2:50 - 3:00PM	Break
3:00 - 4:15PM	*SB 379 & SolarApp: Now What?*
4:30 - 5:30PM	Region I Meeting

Tuesday, March 7

8:30AM - 4:30PM	Registration
8:30 - 10:30AM	*State Agency Panel*
10:30 - 10:45AM	Break
10:45AM - 12:15PM	Annual Business Meeting & Election of Officers
12:00 - 4:45PM	Exhibitor Program Day I
12:15 - 1:15PM	*Exhibitor Networking Luncheon*
1:30 - 2:45PM	*Building Officials as Inclusive Administrators*
2:45 - 3:00PM	Break
3:00 - 4:15PM	*Succession Planning for the Building Official & the Next Generation*
4:00 - 7:00PM	Industry Fellowship Event, Sponosored by Interwest

Wednesday, March 8

8:30AM - 4:30PM	Registration
8:30AM - 4:30PM	Exhibitor Program Day II
9:00 - 10:30AM	Workshop Session I Workshop A: *Disaster Response Call-Out: What to Expect When You Respond?* Workshop B: *Successful Implementation of Social Media* Workshop C: *Managing Remote Employees in Today's Building Departments: Lessons learned from the pandemic*
10:30 - 10:45AM	Break
10:45AM - 12:15PM	Workshop Session II *Repeat of Workshop Session I*
12:15 - 1:30PM	*Past Presidents Luncheon & Awards Presentation*
1:30 - 3:00PM	Workshop Session III Workshop D: *Fire Hazard Severity Zone Maps & Chapter 7A* Workshop E: *Value to Your Building Department Through Accreditation and Building Department Recognition Programs* Workshop F: *Emergency Housing*
3:00 - 3:15PM	Break
3:15 - 4:45PM	Workshop Session IV *Repeat of Workshop III*
5:30 - 9:30PM	President's Reception & Dinner

Thursday, March 9

8:30 - 10:00AM	*CALBO Past Presidents Breakfast (Invitation Only)*
8:30AM - 12:00PM	Registration
8:30AM - 12:00PM	Exhibitor Program Day III
9:00AM - 4:30PM	2022 California Building Code: Significant Changes
9:00AM - 4:30PM	2022 California Residential Code: Significant Changes
9:00AM - 4:30PM	Safety Assessment Training: Evaluator and Coordinator Training
12:15 - 1:15PM	*BOLA Graduation Luncheon*

San Diego

Hyatt Regency Mission Bay Spa and Marina

71441 Quivira Road
San Diego, CA 93919
619.224.1234

Online Reservations:

Please visit the CALBO Reservation Site provided by Hyatt Regency to book all overnight reservations:
https://www.hyatt.com/en-US/group-booking/SANIS/G-CABF

Room Block Rate:

The group rate of $185.00 per night plus taxes and discounted resort fee for standard rooms, excluding suite rates based on guest room and rate availability. If you DO NOT book under the CALBO Room Block, you are not guaranteed the room block rate.

Deadline:

The last day to reserve under the CALBO room block is **Monday, February 6, 2023** or after the room block is at capacity, whatever is sooner. Room block reservations will be accepted on a space and rate availability basis only. If you do not book under the CALBO Room Block (code G-CABF), you are not guaranteed the room block rate.

Payment:

All reservations require a guarantee by a major credit card that will be charged for settlement of no-shows or early check out. Cancellations must be made through the hotel. Refunds or adjustments are at the descretion of the hotel. Upon check-in, a major credit card will be required for incidentals.

Check-In/Check-Out Times:

Check-in time is 4:00pm and check-out time is 11:00am. Guests arriving prior to the standard check-in time will be accommodated as rooms become available. The front desk can arrange to check baggage for those arriving early and for guests attending functions on departure day.

Parking:

Day and overnight rate for self-parking is $45.00 per vehicle.

SOCIAL HIGHLIGHTS

Golf Tournament
Sunday, March 5, 2023
1pm Shotgun Start

Riverwalk Golf Club
1150 Fashion Valley Road
San Diego, CA 92108

Calling all golfers; professional, recreational and otherwise. CALBO has put together a tremendous golf outing with the help from our friends at 4LEAF, Inc. Who doesn't want to hit the links under the bright and beautiful California sun?

Thank you

TO OUR PARTNER FOR THIS ANNUAL OUTING!

4LEAF, INC.
ENGINEERING . CONSTRUCTION MANAGEMENT
PLAN CHECK . BUILDING INSPECTION . PLANNING

Fees: $150 per player. Sorry, no discount for foursomes.

Fees Include: Greens fees, shared cart, lunch, and practice balls. A raffle and contests for longest drive, longest putt and closest to the pin are also included, with a lively post tournament celebration.

Register: Please complete the CALBO ABM online registration form and select "I would like to register for the golf tournament on Sunday, March 5, 2023." A confirmation email will be sent to each player after registration submission.

Guests
CALBO enthusiastically welcomes friends, family, colleagues, and companions to the Annual Business Meeting. In past years, CALBO hosted a formal companion's program with the help of local chapters and industry partners. Although CALBO no longer hosts a formalized program, we still welcome guests to join our members for education, programming, and social events. CALBO kindly requests that all guests register for the events that they attend, including breaks, lunches, and the President's Reception and Dinner.

President's Reception and Dinner
CALBO in the Park
Wednesday, March 8, 2023
5:30 - 9:30pm

CALBO is taking over San Diego's famed Balboa Park for a night of unexpected history in a local gem. Come celebrate the best of the golden state with CALBO President Gonzalves for CALBO in the Park at the historic local landmark – The Prado at Balboa Park.

It'll be a night to remember in this picturesque hacienda that sets the scene for inspired Californian fare. We'll dance the night away with views to the stars with classic tunes and celebrate with the best local grub around – all with a uniquely San Diego theme. Come celebrate CALBO and America's Finest City at the Prado! Causal, comfortable attire is suggested.

Please Note: Each ABM Full Program will recieve one President's Dinner Ticket. All Day Pass registrants will need to purchase a ticket to attend. Please purchase tickets at $85 each in the CALBO ABM online registration form by selecting, "I would like to purchase additional lunch(es), or Wednesday President's Dinner ticket(s)."

Important: Bus transportation will be provided for all dinner ticket holders to/from the Hyatt Mission Bay and the dinner venue. Bus times will be published before the event.

ABM Fellowship Event
Tuesday, March 7, 2023
4:00 - 7:00pm

CALBO ABM is a time for fellowship, camaraderie, and celebration - and no one knows this better than our friends at Interwest. All ABM Attendees are invited to join for an evening of hosted food and beverages. Special thanks to Interwest for their sponsorship of this ABM tradition. More information including location will be announced soon!

Thank you

INTERWEST

TO OUR PARTNER FOR THIS ANNUAL FELLOWSHIP EVENT!

CALIFORNIA BUILDING OFFICIALS

Ready to Register?
Don't forget to register online by the deadline: Thursday, February 23, 2023.

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: February 21, 2023

SUBJECT: Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Sentinel Engineering to provide Police Department technology consulting services.

Recommendation:
Staff recommends that the City Council

1) Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Sentinel Engineering to provide Police Department technology consulting services; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The resilience and security requirements for Public Safety information technology systems exceed the typical business-oriented environment. To ensure these requirements are fully met, Staff has elected to structure the new Police Department networking systems separately from the existing City network. This will ensure minimal disruption to current operations as the PD environment is installed and tested and allow the PD environment to operate stand-alone if needed.

Sentinel Engineering is experienced in municipal and law enforcement networking, and specialized security strategies. Their services will be used both on an hourly and task basis.

A City standard professional services agreement template will be used for this engagement.

Fiscal Impact:
It is estimated that the cost of services under this agreement will not exceed $20,000 in FY 22/23 and is covered with existing Police Department funding. The budget will be established and approved separately for FY 23/24. No budget action is required with the approval of this item.

Attachments:
1. Resolution

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SENTINEL ENGINEERING TO PROVIDE POLICE DEPARTMENT TECHNOLOGY CONSULTING SERVICES.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the design and installation of a secure network and IT infrastructure; and

WHEREAS, The resilience and security requirements for Public Safety information technology systems exceed the typical business-oriented environment; and

WHEREAS, Sentinel Engineering is experienced in municipal and law enforcement networking and specialized security strategies and can deliver these services to the City; and

WHEREAS, Sentinel Engineering proposes to deliver both hourly and task-based services under a City standard professional services agreement subject to the final approval of the City Manager and City Attorney.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional service agreement with Sentinel Engineering to provide Police Department technology consulting services subject to the final approval of the City Manager and City Attorney.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: February 21, 2023

SUBJECT: Accept all Bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with the Awarded Contractor Bowman Asphalt, Inc., for the North Magnolia Paving Project in the amount of $207,400.00 and Authorizing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $10,000.

Recommendation:
Staff recommends the City Council:

1) Accept all Bids and Adopt a Resolution Authorizing The City Manager or designee to Endorse and enter into an Agreement with the Awarded Contractor Bowman Asphalt, Inc., for the North Magnolia Paving Project in the amount of $207,400.00 and Authorizing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of $10,000; and

2) Find that this Project is classified as categorically exempt pursuant to CEQA Section 15332.

Environmental Review:
The staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 15332 as it is characterized as in-fill development meeting the conditions described in this section. Thus, no environmental review is required.

Discussion:
The section of Magnolia Avenue on the North side of Highway 46 was unable to be reconstructed along with Magnolia Avenue South of Highway 46 due to funding restraints with the Grant that was utilized. Since this time, the North side section has been failing. Over the last few months of heavy rain and traffic on this section of Magnolia, the road

has become a nuisance to maintenance crews as well as the Citizens that have to use this road often.

Continued complaints and maintenance issues led Staff to issue a request for proposals on January 26, 2023, in order to procure a Contractor to re-construct the roadway.

The scope of work, in general, will consist of grinding and pulverizing in place the existing +/- 3" AC pavement, proof rolling existing subgrade to compaction, grading existing subgrade to drain, grade shoulders to drain, re-pave to existing width and re-stripe back to existing striping utilizing thermoplastic striping rather than standard paint to ensure longevity.

Staff received 5 bids from Contractors as follows:

Contractor	Cost
Bowman Asphalt	$207,400.00
Burtch Construction	$221,058.00
Greg Bartlett Construction	$222,070.00
Griffith Company	$227,735.00
Granite Construction	$286,850.00

After reviewing the provided quotes, Staff has determined that Bowman Asphalt, Inc. is the most cost-effective qualified contractor. As such, Staff recommends awarding the Project to Bowman Asphalt, Inc.

Fiscal Impact:
The City has allotted a pot of funds for "Citywide Pavement Preservation" (Project 20215) to be utilized for performing various treatments of pavement around the City. The current pot of funding is around $500,000. Awarding this Project to Bowman asphalt would leave around $292,600 remaining for other Pavement Preservation Projects.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design	10,000	10,000	12,500	12,500	15,000	15,000	75,000
Construction	234,336	240,000	237,500	237,500	235,000	235,000	1,419,336
Construction Management							-
Equipment Acquisition							-
Cost Incurred to Date	5,664						5,664
Total	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
TDA Funds	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
							-
							-
Total	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000

Attachments:

1. Resolution
2. Agreement

City of Wasco
Bid Results

Date: 2/14/2023

Bid Package-Project Description: North Magnolia Paving Project

Company	Date Received	Time Received	Time Opened	Bid Proposals $	Alternative	Addendum	Bid Bond
Bowman Asphalt, Inc.	2/14/2023	1:00 PM	2:00 PM	$196,650.00	$10,750.00	YES	YES
Greg Barlett Costruction, Inc	2/14/2023	1:00 PM	2:01 PM	$212,570.00	$9,500.00	YES	YES
Burtch Cont.	2/14/2023	1:34 PM	2:02 PM	$207,215.00	$13,843.00	YES	YES
Granite Construction Co.	2/14/2023	1:43 PM	2:04 PM	$274,850.00	$12,000.00	YES	YES
Griffith Company	2/14/2023	1:43 PM	2:05 PM	$212,735.00	$15,000.00	YES	YES

Claudia Garcia

City of Wasco
Deputy City Clerk

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ENTER AND EXECUTE A STANDARD AGREEMENT WITH BOWMAN ASPHALT, INC. FOR THE NORTH MAGNOLIA PAVING PROJECT AND TO EXECUTE CHANGE ORDERS AND MAKE QUANTITY ADJUSTMENTS IN AN AMOUNT NOT TO EXCEED $10,000.

WHEREAS, the City of Wasco wishes to contract with Bowman Asphalt, Inc. attached hereto as Exhibit "A"; and

WHEREAS, the services provided are described in the Agreement found in attachment "A"; and

WHEREAS, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

WHEREAS, Bowman Asphalt, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and

WHEREAS, Bowman Asphalt, Inc. agrees to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of February 14, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wasco as follows:

SECTION 1: Authorizes the City Manager or designee to enter and execute the Standard Agreement with Bowman Asphalt, Inc as follows:

SECTION 2: Authorize the City Manager or designee to execute change orders and make quantity adjustments to the contract in an amount not exceeding $10,000.00.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023. - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

AGREEMENT NO. 2023 - _____

THIS AGREEMENT made this 21st day of February, 2023, by and between the CITY OF WASCO, hereinafter "City", and Bowman Asphalt, Inc., a California Corporation, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to hire Contractor to provide construction services on Magnolia Avenue in Wasco, California as more particularly described in the City of Wasco *Request for Proposals for North Magnolia Paving Project* (the "Plans and Specifications") which are incorporated herein by this reference (collectively, the "Services") pursuant to the terms and conditions hereinafter described and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor hereby agrees to perform the Services pursuant to the terms and conditions described hereinafter and pursuant to the Plans and Specifications to the extent not inconsistent with these terms and conditions.

3. Contractor shall perform the Services for a total price of not to exceed $207,400.00 (the "Total Price"). The Total Price shall be allocated as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager or his designee and the City Council.

4. Contractor shall complete the Services within 20 working days from issuance of a Notice to Proceed pursuant to the CalTrans 5-day workday calendar.

5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout

the term of this Agreement all worker's compensation insurance where and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than $1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days' notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance. City may terminate this Agreement upon twenty-four (24) hours' notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which

were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractors' officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her must have materially affected his or her settlement with the debtor or released party. "

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity without City’s written consent which may be given, conditioned or denied in City’s sole discretion.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the

United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email— CityClerk@cityofwasco.org; and Contractor — Clifford Boren, Email — CBoren@bowmanasphalt.com Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

City of Wasco, California, "**City**"

By: _____
M. Scott Hurlbert, City Manager

Bowman Asphalt
"**Contractor**"

By: _____
Clifford Boren

EXHIBIT "A"
[Allocation of Services]

The City of Wasco
GROW WITH US

REVISED
INCLUDE WITH BID

BID SCHEDULE

NORTH MAGNOLIA PAVING PROJECT

ITEM NO.	DESCRIPTION	UNIT OF MEASU	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Traffic Control including Caltrans encroachment permit	LS	1	18,500-	18,500-
2	Grind/pulverize Existing AC & 6" subgrade	SF	65,000	0.18	11,700-
3	Grade / Proof Roll Subgrade	LS	1	31,100-	31,100-
4	3" AC Paving	TON	1,240	105-	130,200-
5	Striping	LS	1	5,150-	5,150-

TOTAL BASE BID AMOUNT: $196,650-

ALTERNATE BID (THERMOPLASTIC STRIPING): $ 10,750.00

Acknowledgment of Addenda
Addendum No. Initial

1. JLH

Signature

Jose L. Hernandez - Voce President
Printed Name / Title

Bowman Asphalt, Inc.
Company

862672 / 08/31/2023
License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items in the BASE BID.
The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charles V Fivecoat, Chief of Police

DATE: February 21, 2023

SUBJECT: Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Miller Mendel Inc (MMI), a Washington corporation, for their eSOPH software platform.

Recommendation:
Staff recommends the City Council:

1) Staff recommends the City Council approve a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Miller Mendel Inc (MMI), a Washington corporation, for their eSOPH software platform; and
2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for approval of a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Miller Mendel Inc (MMI) a Washington corporation, for their eSOPH software platform.

Miller Mendel, Inc. ("MMI") creates, sells, and supports its software technology solutions for city, county, state, and federal public safety agencies. MMI's primary focus is to turn past practices used by city, county, state, and federal government agencies into modern, efficient, and cost-effective digital solutions. eSOPH is a cloud-based software system designed specifically for public agencies that must process in-depth pre-employment background investigations on their applicants. eSOPH has been credited

with cutting the time it takes to process a pre-employment background investigation by more than 50%, saving agencies significant time and money and allowing applicants to be hired more quickly. The eSOPH software allows for on-demand credit reports, social media screening, two-way faxing, address and email validation, and the ability to customize questionnaires, exams, and forms based on agency needs. The eSOPH software is configurable by position and set up an automated archive and purging policies to help agencies comply with records retention policies and save on data storage. The eSOPH software has an interface for POST Law Enforcement Consultants to review Peace Officer and Dispatcher background investigation files online. When using eSOPH, there is no longer a need to print and bind the background file. eSOPH fees are outlined within exhibit A.

Fiscal Impact:
It is estimated based on the pre-entry model, with additional charges for support to administrative user(s), fax service, Experian Employment Insights for "Credit Report" services, Social Media Screening services, and Storage Overages in addition to a one-time fee for training and setup. Expenses under this agreement are within the approved departmental budget. Any expenses exceeding the approved budget will be brought to Council for consideration and possible budget action on a future agenda.

Attachments:
1. Resolution
2. Agreement with Exhibits A and B

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MILLER MENDEL INC (MMI) FOR THEIR ESOPH SOFTWARE PLATFORM TO ASSIST WITH PRE-EMPLOYMENT BACKGROUND INVESTIGATION

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the recruitment and hiring of law enforcement staff; and

WHEREAS, Government Code §1031 requires a pre-employment background investigation for peace officers; this requirement is further defined in Commission Regulation 1953. Similarly, Penal Code §13510 authorizes POST to establish minimum standards for public safety dispatchers; those standards — including a background investigation — are defined in Commission Regulations 1956-1960; and

WHEREAS, eSOPH is a cloud-based software system designed specifically for public agencies that must process in-depth pre-employment background investigations on their applicants. eSOPH has been credited with cutting the time it takes to process a pre-employment background investigation by more than 50%; and

WHEREAS, Miller Mendel Inc. proposes to provide eSOPH software services to the City under a professional services agreement subject to the final approval of the City Manager and City Attorney.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional service agreement as attached hereto as Exhibit "A" with Miller Mendel Inc (MMI) for their eSOPH software platform subject to the final approval of the City Manager and City Attorney.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of the Council of the City of Wasco

AGREEMENT No. 2023- _____

THIS AGREEMENT (the "Agreement") made this ___ day of _____, 2023, ("Effective Date") by and between the CITY OF WASCO ("City") a California Municipal Corporation, and Miller Mendel (MMI) a Washington corporation (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Consultant to perform the Services. The Services and deliverables associated therewith shall be provided each year during the Term (hereinafter described) of this Agreement.

3. City shall pay Consultant per conducted entries via a submitted invoice (the "Invoice") to City for payment of each conducted entries. There shall be no other charges payable by the City. The City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available meeting of the City Council of the City for consideration. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for three years from Effective Date.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall maintain worker's compensation insurance in amounts required by law. Consultant shall also obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage, in an amount of $1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event and except as otherwise described herein Consultant shall be entitled to payment, or subject to return of payment received, as detailed in Exhibit "A".

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed

DRAFT

received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-5411, Email: CityClerk@cityofwasco.org. If to Consultant, MMI, Attn: Jaymei Mendoza, 1425 Broadway #430, Seattle, WA, 98122, (209) 333-4305, Email: JLM@millermendel.com. Any party may change its address by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

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18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

City of Wasco, California, "City"

By:

_____

M. Scott Hurlbert, City Manager

Miller Mendel (MMI), "Consultant"

By:

_____

Jaymei Mendoza

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

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Suite 504
Washington, DC 20006
(1) 714 830 7000 T
(1) 714 830 7000 F
www.experian.com

February 8, 2023

Wasco Police Department
746 8th St
Wasco, OR 93280

This Letter Agreement is between Experian Information Solutions, Inc. ("Seller") and the Wasco Police Department ("AGENCY") covering AGENCY'S use of Seller's Employment Insight with Fraud Shield being provided to AGENCY through Miller Mendel, Inc. ("Processor") which are being procured by Processor under the Agreements established between Seller and Processor (STAC 2282020HR)

In consideration of the mutual covenants and agreements contained in this Letter Agreement and the provision and use directly by AGENCY of the Seller's services, the parties agree as follows:

1. General Provisions for Data Use

(a) Data Use Restrictions. AGENCY agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Seller, request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database. AGENCY shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users.

(b) Inquiries. When accessing Services, AGENCY certifies it will use reasonable measures to identify consumers and will accurately provide Seller with complete identifying information about the consumer inquired upon in the form specified by Seller. AGENCY will enter all requested AGENCY and type code information when requesting Services. Seller may use AGENCY'S inquiry data for any purpose consistent with applicable federal laws, rules, and regulations in Seller's provision of the Services to AGENCY in its obligations as a consumer credit reporting as it pertains to Seller's use of inquiry data for reporting, billing, and auditing purpose only.

(c) Intellectual Property Rights. AGENCY acknowledges that Seller has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Seller's databases and any other intellectual property that are part of the Services are and will continue to be Seller's exclusive property.

(d) Confidential Treatment. Under no circumstances will AGENCY resell or otherwise disclose to any other person, other than employees or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that Seller delivers to AGENCY. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate

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confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Letter Agreement.

(e) Compliance with Laws. AGENCY shall comply with all federal laws, rules regulations and decisions applicable to AGENCY'S use of the Seller's data and Services provided pursuant to this Letter Agreement.

(f) Notification of Security Breach. In the event that AGENCY determines that physical and/or electronic safeguards that directly impact the Services being provided under this Letter Agreement have been breached, and that Seller data provided under the Letter Agreement has been obtained by persons and/or entities without authority to use or view such Seller data, then AGENCY shall notify Seller to the extent allowed by applicable law and/or law enforcement AGENCY, in writing, within 24 hours of discovery.

(g) Warranty and Disclaimers. Seller warrants to AGENCY that Seller will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Seller by other sources, Seller cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY SELLER HAS GIVEN AGENCY WITH RESPECT TO THE SERVICES. SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY SELLER DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY SELLER HEREUNDER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

2. CONSUMER CREDIT SERVICES AND DATA ENRICHMENT

FAIR CREDIT REPORTING ACT ("FCRA") USE. AGENCY will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"). Without limiting the foregoing, AGENCY, certifies that AGENCY will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purposes" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purpose prohibited by law. If AGENCY uses the Services in any way related to collections, AGENCY acknowledges that permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. AGENCY further certifies that it will comply with all requirements of the FCRA applicable to it. If AGENCY has purchased a consumer report from Seller in connection with a consumer's application for credit, and the consumer makes a timely request of AGENCY, AGENCY may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

Death Master File Certification. AGENCY acknowledges many of Seller Services contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to

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Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, AGENCY certifies that consistent with its applicable FCRA or GLB use of Experian's Services, AGENCY's use of deceased flags or other indicia within the Seller Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1).
AGENCY further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Seller Services.

Data Contribution. No data will be contributed from this Agreement.

Fraud Shield. AGENCY (a) agrees to use the Service solely to validate a consumer's identity and not in whole or in part to establish an individual's eligibility for personal credit, insurance, or employment, and (b) certifies that it will not take any adverse action (as defined in the FCRA) against any consumer or deny access to any of AGENCY's services, which is based in whole or in part on information obtained from the Services. In lieu of any adverse action based on the Services, Experian recommends AGENCY take additional steps to verify the consumer's identity, e.g. request an identification document from the consumer or waterfall to secondary authentication service.

Point of Sale Certification. In compliance with Section 1785.14(a) of the California Civil Code, AGENCY certifies to Experian that (i) AGENCY ☐ *IS* ☒ *IS NOT* a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller").

Written Instructions.
A. FCRA Compliance--Written Instructions. AGENCY shall substantially comply with the following web site requirements:
(1) AGENCY will prominently display a message specifically informing the consumer that his or her credit report will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the AGENCY under the FCRA. AGENCY agrees that the notice provided by AGENCY will be substantially as follows:

"You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (AGENCY) under the Fair Credit Reporting Act authorizing (AGENCY) to obtain information from your personal credit profile or other information from Experian. You authorize (AGENCY) to obtain such information solely to _____
(insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)
(2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.
(3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.
(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.
(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.
(6) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by AGENCY in a form that is capable of being accurately reproduced for later reference by the Parties.

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B. **Written Instructions by Telephone.** If AGENCY is obtaining "written instructions" over the telephone, AGENCY shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

(1) AGENCY will ask each consumer to confirm his or her consent to access such person's credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize (AGENCY) to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";

(2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and

(3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by AGENCY in a form that is capable of being accurately reproduced for later reference by the Parties.

Employment Insight. AGENCY certifies to Experian that (a) it will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report): (i) a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the consumer has authorized in writing the procurement of the report by the AGENCY; (b) in using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, AGENCY shall provide to the consumer to whom the report relates (i) a copy of the report; and (ii) a description in writing of the rights of the consumer as prescribed by the Bureau of Consumer Financial Protection ("Bureau") under the FCRA; and (c) information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. AGENCY acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each consumer report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.

Kindly have an authorized representative sign at the bottom of this letter to indicate your agreement and return to my attention.

Dawn M Brewick

Dawn Brewick
847-809-0907

AGREED AND ACCEPTED BY THE WASCO POLICE DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

This Master Software Subscription Services Agreement (this "**Agreement**") is made and entered into on the last date signed below ("**Effective Date**") between **Miller Mendel, Inc.**, a Washington corporation with an address at 1425 Broadway, #430, Seattle, WA 98122 ("**MMI**"), and the City of Wasco by and through the Wasco Police Department, with an address at 746 8th St., Wasco, CA 93280 (**Client**"). MMI and Client may each be referred to individually as a "**Party**" or collectively as the "**Parties**."

BACKGROUND

A. MMI is a technology company with a principal market in offering software subscription services to governmental and private entities;

B. Client desires to subscribe and use MMI's software system known as the "eSOPH" or "electronic Statement Of Personal History." The eSOPH System (defined below) is a web-based software system designed and developed to assist with pre-employment background investigations. The eSOPH System allows Client to manage pre-employment background investigations of persons who apply for employment with Client.

C. MMI is willing to allow Client and its Applicants to use the eSOPH System in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

AGREEMENT

1. DEFINITIONS. Except for the terms defined below, all initially capitalized terms used in this Agreement will have the meanings described within the text of this Agreement. As used herein, the following terms have the following defined meanings:

1.1 "***Applicant***" means a registered end-user that accesses the eSOPH System at the request of a Client to input or upload data or documents for the purpose of Client's management of one or more pre-employment background investigations.

1.3 ***"Applicant Data"*** means any data transmitted by Applicant to the eSOPH System.

1.4 ***"Authorized User"*** means any user, excluding Applicant(s), who accesses the eSOPH System on behalf of Client. For Clients within California and participating in the California Commission on Police Officer Standards and Training ("POST"), "Authorized User(s)" also includes Authorized Users from POST.

1.5 "***Available***" means that the eSOPH System is: (a) available and accessible for use via the web-based interface provided by MMI, provided that Client has an operational Internet connection and all compatible hardware and software, including web browsers, required to access and use the eSOPH System; and (b) functioning in substantial compliance with the Master Agreement and the Documentation.

1.6 "***Availability***" shall have the meaning described in Section 2.14 (Availability Standards).

1.7 "***Client***" means the entity stated in the first paragraph at the top of this page, licensed to use the eSOPH System in accordance with the terms and conditions of this Agreement.

1.8 "***Client Data***" means all data and other information uploaded or transmitted to or keyed into the eSOPH System by Client or an Applicant.

1.9 ***"Client Specific Terms"*** means the terms and conditions specific to Client included in a Quote.

1.10 "***Defect***" means a failure of eSOPH System to substantially conform to the functional specifications set forth in the Master Agreement or the Documentation.

1.11 [Deleted].

1.12 "***Documentation***" means any training materials, product descriptions, technical descriptions, flow charts, or other written or other tangible documentation provided or made available to Client by MMI that describes or depicts the functionality of the eSOPH System.

1.13 ***"Entry"*** has the meaning ascribed to it in Section 2.3.2.

1.14 "***eSOPH System"*** means MMI's "electronic Statement Of Personal History" web-based software system designed and developed to assist with pre-employment background investigations, and all related Software. The eSOPH System allows MMI's clients to manage pre-employment background investigations of persons who apply for employment and volunteer positions with Client.

1.15 **"*Intellectual Property Rights*"** means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; and (ii) any registration, application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

1.16 **"*Subscription Term*"** shall have the meaning given in Section 4.1 (Term).

1.17 **"*Subscription Year*"** shall mean the twelve (12) month period following the Effective Date and the twelve (12) month period following each anniversary of the Effective Date.

1.18 ***"Administrative User"*** means an Authorized User of Client's choosing listed on the Exhibit A who is authorized to grant initial eSOPH System login and password credentials to another Authorized User to access and use the eSOPH System and either (a) has completed an initial training session provided by MMI on or around the Setup Date or (b) is a successor designated by Client and qualifies in accordance with Section 2.6 (Administrative Users).

1.19 "***Quote***" means the written quotation delivered by MMI to Client, prior to entering this Agreement, for all Subscription Fees, Setup Fees and Support Services and other costs and fees agreed by the Parties, applicable during the Subscription Term. Each Quote agreed to by the Parties is hereby incorporated into this Agreement, and the terms of the current Quote are hereby made material terms of this Agreement which shall supersede any conflicting prior terms.

1.20 **"*Renewal Term*"** shall have the meaning given in Section 4.2 (Renewal). "Subscription Term" may be used interchangeably with "Renewal Term", and the terms shall be interpreted to have the same effect and application, unless expressly stated otherwise.

1.21 "***Security Incident***" means an unauthorized third party gaining access to Client Data in MMI's storage, possession, or care if it was accessed in unencrypted readable form and either (a) it creates a substantial risk of harm to Client or any individual(s) or (b) applicable law requires notification to individuals' whose personal information was accessed.

1.22 **"*Services*"** means, collectively, the provision of the eSOPH System in accordance with the Section 2.9 (Support Services), related professional services, and any other services to be provided by MMI to Client pursuant to this Agreement.

1.23 "***Service Credit***" means a credit or refund issued pursuant to Section 2.14.2 (Uptime Guarantee; Remedies for Excessive Downtime) for failure to meet the Availability standards set forth in Section 2.14 (Availability Standards).

1.24 **"*Setup Date*"** means the day of activation and setup of Client's access to the eSOPH System, which will occur on the first day of training unless otherwise specified and agreed to in writing by the Parties.

1.25 "***Software***" means the eSOPH System, related proprietary software owned by MMI, and any third-party software required to operate the eSOPH System, all in machine readable, object code form, together with all enhancements, modifications, corrections and amendments thereto.

1.26 "***Software Fees***" means fees paid for Entries, licensing fees for access to the eSOPH System, and any fees paid for maintenance and support allocable to a given calendar month. Such fees that are paid on an annual basis shall be pro-rated (e.g., fees paid for a Subscription Term shall be divided by 12 to determine the monthly amount) Software Fees allocable to a given month. Software Fees excludes fees paid for professional services (e.g., training, customization, set-up, or installation) and fees paid for corrective work outside the scope of the Support Services described in Section 2.9 (Support Services).

1.27 "***Support Request***" means a written request for resolution of a Defect submitted by Client to MMI.

1.28 "***Support Services***" means the support and maintenance services described in Section 2.9 (Support Services).

1.29 "***Total Authorized Cost***" shall have the meaning given in Section 3.6 (Total Contract Cost Authorized).

2. eSOPH SYSTEM LICENSE AND SUPPORT SERVICES

2.1 License Grant. MMI, by this Subscription, hereby grants to Client a revocable, limited license to access and use the eSOPH System commencing on the Setup Date and for the remainder of the Subscription Term in accordance with the terms and conditions of this Agreement. MMI will provide the eSOPH System to Client in accordance with the Quote for the then-current Subscription Term and terms of this Agreement (or any applicable successor Agreement).

2.2 Authorized User Designation. Client shall designate all current Administrative Users of the eSOPH System in accordance with Section 2.6 (Administrative Users). A current Administrative User may grant System access to additional Authorized Users. Client shall ensure its Authorized Users' compliance with the terms of this Agreement, and Client assumes and accepts all responsibility and all liability for each of Client's Authorized Users, and any user whom the Client, or Client's Authorized Users, grants eSOPH System access, including all their acts or omissions while accessing and using the eSOPH System and/or any information obtained through such access and use.

2.2.1 [Deleted]

2.2.2 [Deleted]

2.3 Set-Up and Use of the eSOPH System.

2.3.1 Upon execution of this Agreement by both parties and MMI's receipt of a purchase order issued by Client in accordance with Section 3 (Fees and Payments), MMI will commence work with Client to establish Client's account on the eSOPH System and provide setup and training for Client's access and use of the eSOPH System.

2.3.2 For each Applicant, an Authorized User (with appropriate permission levels set in the eSOPH System), must create an entry method into the eSOPH System for the Applicant. One method is by entering the Applicant's legal name and other identifying information into the eSOPH System. This is considered an "Entry." An Authorized User, may then grant access to the eSOPH System to the Applicant, who may use it to submit information to assist Client in executing its background investigation of such Applicant. The second entry method is for an Authorized User to create an access code within the eSOPH System. The access code, if given out to Applicants, will allow those Applicants with the access code to access the system with no further data entry by any Authorized User. The Applicant(s) then has/have access to the eSOPH System to submit information to assist Client in executing its background investigation of such Applicant(s). Each Applicant who accesses the system via the access code option will also be considered an "Entry". Any Authorized Users may access and use the eSOPH System for the purpose of adding information, and accessing and reviewing information submitted by

Applicant(s). Any Authorized User, including Applicants, must be capable of entering into legally binding agreements.

2.3.3 If Client intends to allow Authorized Users who are legal minors to access and use the eSOPH System, Client will, at Client's sole expense and risk, provide a legally sufficient release agreement to be executed by the minor's legal guardian(s), prior to the minor's access to the eSOPH System. The release must include language legally sufficient to hold MMI harmless and release MMI of all liability. Client agrees it shall be solely liable for such use, and will retain all executed release agreements, and will provide MMI a fully legible copy of the requested release agreement(s), if so requested by MMI, within five calendar days of MMI's request. Client is solely responsible for researching and complying with all laws regarding a minor's access to and use of the eSOPH System.

2.4 Restrictions on Use.

2.4.1 Except as expressly permitted below, Client (including its Authorized Users) is strictly forbidden from entering at any time fictitious data (e.g., names, social security numbers, addresses, phone numbers or other data) into the eSOPH System for "testing," "training," or any other purpose. MMI reserves the right to invoice Client at MMI's then-standard hourly rate, for the removal of any fictitious data entered by any Authorized User. MMI will provide to Client a "fake" applicant name and the other information necessary to conduct training and testing with its Authorized Users, at Client's request. MMI will remove the "fake" applicant from the eSOPH System, after requested by Client, at completion of Client's testing or training.

2.4.2 Client may use the eSOPH System only to aid in pre-employment background investigations for those Applicants who have applied for employment or a volunteer position within the Client's specific government agency (e.g., state government, township, county, city, and village). Client may not use the eSOPH System on behalf of other government agencies or entities. MMI reserves the right to invoice Client all fees equivalent to if the other entity were a direct Client of MMI. Client agrees to pay the fees in accordance with Section 3 (Fees and Payments).

2.5 Acknowledgment of Ownership and Limited License Rights. As between MMI and Client, MMI is the sole and exclusive owner of the eSOPH System (including all updates), Documentation, and all Intellectual Property Rights associated therewith. The eSOPH System is licensed not sold, to Client. Client shall have only the rights specifically granted by MMI under this Agreement. No additional rights are granted or may be inferred. Client shall not: (i) make any modifications to any portion of the eSOPH System to which it is not intended to have access, via the user interface; (ii) attempt to reverse engineer, disassemble, reverse translate, decompile, decode or copy any portion of the eSOPH System; (iii) remove any patent, trademark, service mark or copyright notices which MMI places on the eSOPH System; or (iv) take any other actions inconsistent with the limited rights granted by this Agreement.

2.5.1 Client shall immediately notify MMI of any activity to which it becomes aware which may constitute infringement or attempted infringement of MMI's rights in and to the eSOPH System, including violations of intellectual property law(s). Client shall provide MMI with all reasonable assistance necessary or desirable for MMI to protect any of its rights, including without limitation its Intellectual Property Rights, in connection with the eSOPH System and agrees, upon written request from MMI, to furnish any and all records and information regarding the party suspected of infringement.

2.6 Administrative Users. Client shall designate one person as their Primary Administrative User on Exhibit A, which is hereby incorporated into this Agreement. Client may designate additional Administrative Users authorized to contact MMI for Support Requests pursuant to Sections 2.9 (Support Services) and 2.10 (Support Request Requirements). As described within this Agreement, the person(s) listed in the Exhibit A are the only representatives of Client authorized to contact and submit support requests to MMI, and they are responsible for troubleshooting all Authorized User and Applicant issues prior to submitting support requests to MMI. Client is responsible for maintaining a current list of the Administrative User(s) with MMI, and must notify MMI within 48 hours of any change in an Administrative User by providing MMI an updated Exhibit A listing all of Client's

Administrative Users. Client shall be responsible for training replacements for any of Client's Administrative Users. If Client requests MMI provide replacement training, such training shall be provided at MMI's then-standard rates for training. Client shall pay MMI's then standard hourly rate for support and assistance provided to Administrative Users necessitated from Client's failure to designate a properly trained person as an Administrative User.

2.7 System Updates. The eSOPH System may be updated on an as-needed basis by MMI or MMI contracted service providers. Client may need to update its Internet browsers, connections, Internet service, and some hardware from time to time to permit ongoing compatibility with the eSOPH System.

2.8 Sample Forms. The scope, content, format and other details of information and materials requested from Applicants through eSOPH as well as the forms and fields used to collect such information are within the exclusive control of Client and its Authorized Users. Any default or sample forms or fields provided or pre-loaded on the eSOPH System ("**Sample Forms**") are provided by MMI "as is" with no warranty of any kind, express or implied. If Client uses such Sample Forms, Client does so at Client's own risk, and Client is solely responsible for evaluating such Sample Forms' suitability for Client's purposes and making any necessary or appropriate changes, including without limitation changes required for compliance with laws and regulations that apply to Client.

2.9 Support Services. MMI shall provide the following services (the "Support Services") with respect to the eSOPH System:

2.9.1 MMI will use its commercially reasonable efforts to: (i) maintain the eSOPH System so that it operates without Defects; (ii) host and make the eSOPH System Available at all times excluding Scheduled Downtime; and (iii) cure or minimize the adverse impact of any Defect as soon as is reasonably practicable after such Defect is reported in accordance with this Section 2.9 (Support Services).

2.9.2 Subject to Client's maintaining suitable environments and systems that are compatible, MMI shall provide, install, and implement, as they become available, any bug fixes of the eSOPH System that are provided by MMI free of additional charge to all licensees of the eSOPH System.

2.9.3 *Excluded Services*. The Support Services do not include any of the following: (a) configuration of other applications required to access eSOPH System, including, but not limited to Client's internet service, operating systems, firewalls, or networking components; (b) Client's ongoing training needs; (c) any version upgrades of Client's 3rd party software used in connection with the eSOPH System; (d) enhancements, modifications, or customization to the eSOPH System performed at the Client's request and not intended to resolve a Defect; (e) any version or release of the eSOPH System that MMI may issue as a separate edition, including an alternative or premium version of eSOPH System for which additional fees may be required to access; or (f) resolution of Defects caused by any of the events described in Section 2.13 (Exclusions), below.

2.9.4 *MMI Support Hours*. MMI will provide support as outlined in this Agreement 365 days a year, 24 hours a day.

2.10 Support Request Requirements. Client must comply with all of the following requirements as a condition to receiving Support Services:

2.10.1 Attempted Resolution by Administrative User(s). Client's Administrative User(s) shall act as the first line of support to troubleshoot any Defects experienced by Applicants and Authorized Users. Only when an Administrative User cannot resolve the Defect should a Support Request be submitted to MMI. If a Defect is reported to MMI that an Administrative User, based on the initial training provided by MMI concurrent with setup of Client's account to access the eSOPH Platform, should have been able to resolve without MMI's assistance, MMI may refer such Defect back to Client's Administrate User(s) for resolution.

2.10.2 Submission by Administrative User(s). All Support Requests must be submitted by and through one of the Administrative Users on Client's most current Designation Form (Exhibit A). MMI is not required to respond to or resolve any Support Request that is submitted by a person other than a current Administrative User.

2.10.3 Information Required in Support Request. Each Support Request must include the following information, at a minimum ("Minimum Required Information"):

(a) Client's reasonable, good faith classification of the priority (High, Medium, or Low) of the reported Defect in accordance with the priority levels and definitions contained in Section 2.12 (Resolution Targets and Priority Levels), below, with explanation;

(b) Names of Applicants, References and Authorized Users involved with clear notation of their title;

(c) Date and time of each occurrence;

(d) Computer operating system used by party experiencing the defect;

(e) Name of internet browser and version;

(f) Specific steps to allow MMI personnel to recreate the issue;

(g) Exact wording of any error message received, URL or name of page it was received on, or a screen shot of the error;

(h) A description of all steps previously completed to resolve the defect; and

(i) If MMI has permission to contact the party directly, if needed. Include contact information.

2.10.4 *Additional Information*. In addition to the Minimum Required Information listed above, Client shall promptly provide MMI with such other information, files, and records related to the Defect that MMI reasonably requests.

2.10.5 *Access to Systems*. Subject to Client's applicable security requirements, Client shall provide MMI with access to and use of all systems and environments determined necessary by MMI to provide timely Support Services pursuant to these terms. If Client is unable to provide access, the Parties agree MMI may decline to fix the defect if a reasonable alternative is not available to MMI.

2.11 Response Times. MMI shall provide an initial response acknowledging each complete and validly submitted Support Request no later than 1 business day after it is received.

2.12 Resolution Targets and Priority Levels. MMI will prioritize resolution of Defects according to their severity, and not necessarily based on the order in which they were reported. Defects reported in Support Requests shall be classified using the priority levels and definitions set forth in the Table 2.12 (Priority Levels), below. Although Client is required to propose a priority level in its Support Request, MMI may reclassify the priority level of a Defect in its sole reasonable discretion, and such determination by MMI shall be final and controlling. MMI shall use its best commercially reasonable efforts to cure Defects within the target resolution times set forth in Table 2.12 (Priority Levels), which periods of time shall commence when a Support Request containing all Minimum Required Information is submitted. MMI shall have no obligation to respond to or resolve a Support Request (other than notifying Client that the Support Request is incomplete) unless and until all Minimum Required Information is provided. "Priority Levels" are defined in the following Table 2.12 (Priority Level

TABLE 2.12

PRIORITY LEVELS

Priority	Description	Target Resolution Time
High: Complete outage or severe impact to Client's	A Defect is High priority if it (a) prohibits utilization of some or all functionality of the eSOPH System by all or most Authorized Users or Applicants; (b) has a serious potential impact to Client's business (e.g., an impacted	24 hours

business function	business function is halted completely); ***and*** (b) no reasonably effective workaround is available.	
Medium: Partial outage or a workaround available	A Defect is Medium priority if it has a moderate impact on Client's business or it has a potentially serious impact but a reasonably effective workaround is available. For example, a Defect would have Medium priority if it only a small group of Authorize Users or Applicants are affected, or an impacted business function is not halted completely but is merely inconvenienced, or the issue can otherwise be circumvented by a reasonably effective and available workaround (e.g., use of a different web browser), other work functions can be completed in the meantime.	3 Business Days
Low: Cosmetic Issue, cosmetic defect	A Defect is Low priority it is merely cosmetic or has a negligible impact to Client's business functions, or other work functions can be completed in the meantime.	10 Business Days

2.13 Exclusions. MMI shall not be responsible for resolving and expressly disclaims liability and responsibility for lack of Availability or Defects to the extent caused by any of the following:

2.13.1 Client's negligence, abuse, misapplication, misconfiguration, or misuse of eSOPH System, including use of the eSOPH System in violation of the Master Agreement or any written instructions provided by MMI to Client from time to time;

2.13.2 Use of eSOPH System with any hardware, operating system version or network environment that is not supported by MMI, or other problems resulting from defects in Client's or a third party's software or hardware; or

2.13.3 Problems with Client and/or its Authorized Users' telecommunications systems, Client and/or its Authorized Users' internet service provider, or the public internet to the extent affecting internet performance on a general basis (e.g., such as a regional outage), natural disasters, denial of service attacks, acts of terrorism, labor strikes, any other force majeure event, or any other event reasonably beyond MMI's control.

2.14 Availability Standards

2.14.1 *Scheduled Downtime*. MMI shall strive to avoid and minimize disruptions to the availability and functioning of the eSOPH System. The eSOPH System may be unavailable for scheduled backup and system maintenance ("**Scheduled Downtime**") during off-peak hours between the hours of 10:00 p.m. and 3:00 a.m., Pacific Standard Time (the "**Maintenance Window**"). On a limited and discretionary basis, MMI may adjust the Maintenance Window to occur between the hours of 7:00 p.m. and 3:00 a.m. Pacific Standard Time by providing Client with at least 24 hours' notice posted on the log-in screen of the eSOPH System. MMI shall use its best commercially reasonable efforts to schedule all planned downtime during such Maintenance Window. If emergency maintenance must be performed on the eSOPH System which, in MMI's sole discretion, cannot wait until the normal Maintenance Window, MMI will promptly notify Client of such lack of Availability (in advance, if possible) and undertake reasonable commercial efforts to minimize the impact and duration of any such maintenance activity. Any such downtime for maintenance occurring outside the Maintenance Window shall not be deemed Scheduled Downtime for purposes of calculating the Availability percentage described in Section 2.14.3, below.

2.14.2 *Uptime Guarantee; Remedies for Excessive Downtime.* MMI shall provide Availability of the eSOPH System at least 99% of the time, excluding Scheduled Downtime and lack of Availability caused by the events described in Sections 2.13 and 2.14.3. In the event the Availability of the eSOPH System falls below 99% in any calendar month, MMI will issue to Client a service credit ("**Service Credit**") in the form of

additional Entries equal to the percentage of Entries purchased by Client for the calendar month (Entries per current Subscription Term divided by the total months in the respective Subscription Term) set forth in the table below corresponding to the actual Availability of the Software. To receive Service Credits, Client must submit a written request to MMI within fifteen (15) days after the end of the calendar month in which the eSOPH System failed to achieve 99% Availability, or Client's right to receive Service Credits with respect to such unavailability will be waived by Client. The remedies stated in this Section are Client's sole and exclusive remedies and MMI' sole and exclusive obligations for service interruption or lack of Availability.

2.14.3 Availability is measured by the following formula: x= (n - y) *100 / n

where: "x" is the Availability percentage; "n" is the total number of hours in the given calendar month minus Scheduled Downtime; and "y" is the total number of downtime hours exclusive of Scheduled Downtime and downtime caused by the events set forth in Section 2.13 (Exclusions) in the given calendar month.

TABLE 2.14
DOWNTIME FEE CREDIT

Availability	**Percentage of Monthly Software Fees Credited**
> 99.0%	0%
95.0% - < 99%	3%
90.0% - < 95.0%	5%
80.0% - < 90.0%	10%

3. FEES AND PAYMENT

3.1 Subscription, Setup and Support Fees. Client will pay to MMI the amounts for the applicable Subscription Term or Renewal Term in accordance with this Section 3 (Fees and Payments) for the duration of the applicable Subscription Term or Renewal Term. All payments made to MMI by Client will be in USD.

3.1.1 *Client Set-up*. Upon receipt of this fully executed Agreement and Client's purchase order, MMI will begin the set-up process of Client on the eSOPH System in accordance with the terms of the Agreement. If Client requests the setup date and time be changed from what was originally stated by Client, Client is responsible for reimbursing MMI for all costs MMI incurs in making the travel arrangement adjustments, if travel was necessary.

(a) Client is responsible for scheduling end user training with MMI within 45 calendar days from the date of admin setup and training. End user training must be completed within 60 calendar days from the date of admin setup and training. If Client fails to complete the end user training within the timeline stated, the admin setup and training will need to be redone. MMI will invoice client again for the admin setup and training. Client agrees to pay such invoice.

3.1.2 *Subscription and Support*. Client shall be invoiced annually for Support Fees as set forth in Table 3.2 (Subscription Term Fees and Credits).

3.1.3 *Additional Training.* After the initial training has been completed, additional training requested by Client will be billed to Client at a rate of $200.00 USD per hour. Additional *onsite* training will be billed at a minimum of 8 hours, plus travel and lodging expense accommodations which are reasonable under government agency standards and practices. Requests must be received by MMI in writing from an Administrative User listed on Exhibit A, or higher authority. MMI reserves the right to charge $200.00 USD per hour for all off-site/remote training, with a one-hour minimum.

3.1.4 *Corrective Services.* MMI reserves the right to Invoice Client $200.00 USD per hour for any corrective services Client requests. Corrective Services are typically services needed by Client from MMI to correct a mistake made by Client's Authorized Users, which cannot be corrected by Client through the User Interface. Requests must be received by MMI in writing from an Administrative User listed on the Exhibit A, or higher authority. A one-hour minimum will be charged for Corrective Services performed by MMI, which do not require travel. Corrective Services which requires MMI to travel will be billed at $200.00 USD per hour, with an eight (8) hour minimum charge, plus all costs and expenses.

3.1.5 *Entries.*

(a) Client will be invoiced for Entries, as listed in Table 3.2 (Subscription Term Fees and Credits) immediately following MMI adding the Entries to the Client's account. Client may purchase additional Entries one time at the then-current rate during the active Subscription Term without incurring an administrative fee. Entries added thereafter during a given Subscription Term will automatically incur an additional twenty percent (20%) administrative fee in addition to the per-Entry fee. If the purchase is for 150 or more Entries, the administrative fee will be waived.

(b) Client may carry over Entries from a prior Subscription Year which were paid for but not used to the following Subscription Year, but only when eligible. To be eligible, client may not have any outstanding past due invoices.

(c) *Fixed-Price Entries*. Client may elect to purchase an agreed number of Entries at an agreed fixed price for future Subscription Years as listed in Table 3.2 (Subscription Term Fees and Credits), below, in which case Client shall be obligated to pay the annual invoices for the agreed number of Entries (listed in Table 3.2) as they come due each Subscription Year, for the duration of the Subscription Term or any Renewal Term, as applicable.

(d) *Non-Fixed-Price Entries*. If Client does not elect to purchase an agreed number of Entries for future Subscription Years, then pricing of Entries will be subject to MMI's then-standard rate for Entries.

3.1.6 *Data Storage Overage*. Data storage used in in excess of the "Storage Credit" listed in Table 3.2 (Subscription Term Fees and Credits), or in an accepted Quote, will be invoiced at the price listed on the most current Quote Client has accepted for the applicable Subscription Year. Invoicing intervals for Data Storage fees will be set at the discretion of MMI, but not more often than every three (3) months. Data storage is calculated by the space used by Client on the main production system(s) only; space used for backups is not invoiced. Due to time zone differences, data usage calculations may vary by up to three hours. Client may *not* carry over credit for Data Storage not used during a Subscription Year. Archive data storage used by Client (subject to availably) will be invoiced at the price listed on the most current Quote Client has accepted.

3.1.7 *Fee for Administrative User(s).* The fee paid for Support Services defined in Sections 2.9 through 2.14 shall obligate MMI only to provide support as defined to the Administrative User(s) in the current Exhibit A form and paid for by the Client. Fees for Support Services will be listed in a Quote accompanying a Quote for Entries for the Subscription Year.

3.1.8 *Fee for Fax Service.* A fee for the optional fax service shall be listed on a Quote provided to Client, when the fax service module has been requested by Client. Fax service shall not be enabled on Client's account unless Client accepts the Quote through issuance of a purchase order received by MMI.

3.2 Invoices; Payment. Invoices shall be issued in accordance with the payment terms set forth in this Agreement. All pre-approved expenses and other charges, if applicable, will be listed on the invoice as a separate item. The Parties agree the terms and conditions of this Agreement will supersede any conflicting or additional terms set forth in any purchase order documents. Unless otherwise provided in this Agreement, Client will pay the undisputed amounts of any invoices within thirty (30) days of the invoice date.

3.2.1 MMI shall provide a Quote for the next Subscription Year prior to the expiration of the current Subscription Year, based upon Client's requested level of Support Services, Entries and Data Storage Credit. If Client has not agreed to purchase Entries and Services at a fixed price for the next Subscription Year, then the Quote will reflect the current Subscription Year levels unless otherwise directed by Client. MMI must receive a purchase order for the Quote for the next Subscription Year prior to the last day of the current Subscription Year.

TABLE 3.2

LICENSE TERM FEES AND CREDITS

(Used for Multiyear Agreements only. See Quote for Single Year Subscription Agreements.)

Subscription Year	Fee for Entries	Fee for Support Services	Fee for Setup	Data Storage Credit (GB)
N/A				

3.3 **Disputes**. Client will notify MMI of any disputed charges, in writing, within 15 days from the date of invoice. Any dispute must be reasonable given the terms of this Agreement. The written dispute will include the bases of the dispute and cite all term(s) of the Agreement that validate Client's bases for dispute. MMI and Client will attempt in good faith to resolve any dispute. If the Parties resolve the dispute, MMI will re-invoice for the agreed amount and payment will be due upon receipt of the invoice. If the Parties fail to resolve the dispute within thirty (30) days after the notice by Client, then MMI will consider all disputed amounts as immediately due and payable, and failure of Client to make payment shall be considered a "Failure to Pay" pursuant to Sections 3.4 and 3.5, below.

3.4 **Taxes and exemptions**. Client shall also pay or arrange exemption from any taxes, charges, or other fees imposed on its use of the eSOPH System (other than taxes on MMI's income), including any applicable sales and/or use tax. If Client is a government agency and represents it is exempt from state or local sales or use tax, and it's later determined Client is not exempt from such tax, Client is responsible for paying or reimbursing MMI for all outstanding sales or use tax, including any penalties and interest.

3.5 **Failure to Pay**. If Client fails to pay any undisputed sums when due, MMI may, in its sole discretion, place Client's account in a Restricted Mode as follows: (a) if any undisputed amount on an invoice remains unpaid sixty (60) days after the date of the original invoice, MMI suspend Client's ability to create new Entries (Client would still be able to access existing Entries/Applicants); (b) if any undisputed amount on an invoice remains unpaid ninety (90) days after the date of the original invoice, MMI may suspend or terminate any and all of Client's access to the eSOPH System, including access by its Authorized Users and Applicants, in whole or in part, and cease to perform any and all of its obligations under this Agreement. These actions shall be in addition to, and not in lieu of, any other rights or remedies MMI may have at law or equity and are not a waiver of any such remedies.

3.6 [Deleted]

4. TERM, RENEWAL AND TERMINATION

4.1 **Term**. The term of this Agreement will commence as of the Effective Date and will continue through 12-months (a "Subscription Term"), and as renewed pursuant to Section 4.2 (Renewal), unless terminated by one or both Parties in accordance with this Agreement, or terminated automatically by the terms of this Agreement. If no fixed Subscription Term is provided, then the Subscription Term and Renewal Terms shall be on a year-to-year basis, coextensive with the Subscription Year.

4.2 Renewal. Except as written in Section 4.3, this Agreement shall automatically renew upon MMI's receipt of Client's purchase order for the next Subscription Year. The purchase order must be based on a valid, non-expired Quote from MMI, and received by MMI prior to the last day of the Subscription Year.

4.2.1 For fixed multi-year Subscription Terms, in the absence of a newly-executed multi-year agreement then receipt of a purchase order from Client for the next Subscription Year, received by MMI prior to the end of the final Subscription Year of the current multi-year Subscription Term, shall automatically renew this Agreement on a year-to-year basis upon the same terms of this Agreement and the Quote upon which Client's purchase order is based.

4.2.2 For purposes of clarity, so long as Client continues to timely pay invoices for Data Storage fees and any Support Services requested by Client, this Agreement shall continue in effect, including Renewals, and Client shall retain access to the data from its existing Applicant Entries. The amount invoiced for data storage overage shall be consistent with the amount(s) listed in the Quote for the prior Subscription Year, unless MMI gives Client sixty (60) days' notice of a data storage price change. If Client does not pay the data storage fee(s) within fifty-nine (59) days from the date listed on the original invoice, MMI may terminate this Agreement and, at MMI's sole discretion, permanently delete Client's data and/or revoke Client's access to the eSOPH System.

4.3 Termination.

4.3.1 If this Agreement is not renewed in accordance with Section 4.2, it shall automatically terminate upon expiration of the then-current Subscription Term.

4.3.2 Either Party may terminate this Agreement prior to expiration of a Subscription Term without cause upon sixty (60) days prior written notice to the other Party, provided that:

(a) If Client terminates this Agreement prior to expiration of the current Subscription Term or current Renewal Term without cause, all fees for the remainder of the respective Subscription Term or Renewal Term listed in Table 3.2 (Subscription Term Fees and Credits) shall become due and payable. Client shall pay all such fees in addition to any balance already outstanding within thirty (30) days of receipt of invoice.

(b) If MMI terminates this Agreement prior to expiration of the Subscription Term or Renewal Term without cause, MMI will issue Client a refund for up to 25% of the remaining Entries, minus any outstanding charges owed by Client. MMI does not issue refunds in greater amounts, or for other circumstances, due to the upfront expenses MMI sustains from continuous maintenance of the eSOPH System.

4.3.3 MMI may terminate this Agreement immediately for cause upon any breach by Client of Section 2.4 (Restrictions on Use), or Section 2.5 (Acknowledgement of Limited Rights); or if Client or any of its Authorized Users violates MMI's Intellectual Property Rights.

4.3.4 Either Party may terminate this Agreement with cause upon thirty (30) days written notice to the other Party in the event the other Party: (a) becomes insolvent; (b) makes an assignment for the benefit of creditors; (c) files a voluntary bankruptcy petition; (d) acquiesces to any involuntary bankruptcy petition; (e) is adjudicated bankrupt; (f) ceases to do business; (g) or other reason amounting to any violation of law connected to the use of the eSOPH System.

4.3.5 Without limiting the Parties respective rights in Sections 4.3.3 and 4.3.4 above, either Party may terminate this Agreement with cause in the event that the other Party breaches this Agreement and the breaching Party does not cure such breach within thirty (30) days after receiving written notice of the breach and intent to terminate from the non-breaching Party. If either Party gives notice to the other for substantially the same breach three (3) times during a twelve (12) month period, the non-breaching Party may terminate this Agreement immediately with cause upon receipt of the third notice by the breaching Party.

4.3.6 A Party's termination of this Agreement under this Section 4.3 does not limit either Party from seeking other appropriate legal remedy for any breach.

4.4 Effect of Termination. In the event of termination hereunder, except as set forth in Section 4.3.2(b) above in the event MMI terminates without cause, Client shall have no right to a refund upon termination. Upon termination, MMI will not issue any refunds to Client for payments made pursuant to Section 3 of this Agreement, unless the reason for termination is an independent, sole act of MMI and also without cause. Client shall be obligated to pay in full upon Termination all invoices which were not disputed prior to the Termination. Client may continue to access the information for previously entered Applicants in the eSOPH System for a period of thirty (30) calendar days.

4.5 Survival. Where the context, nature, or express terms of any provision indicates intent that it shall survive termination or expiration of this Agreement, then it shall survive the same, including without limitation Sections 1 (Definitions), 2.4 (Restrictions on Use), 2.5 (Acknowledgement of Ownership and Limited License Rights), 3 (Fees and Payment), 4.3 (Termination), 5 (Data Access, Confidentiality and Security), 6 (Representations and Warranties), 7 (Limitation of Liability; Mutual Indemnification), 9 (Corrective Actions), 10 (Insurance), 11 (Notices) and 12 (General Terms and Conditions).

5. DATA ACCESS, CONFIDENTIALITY AND SECURITY

5.1 Authorized User Access Only. Client is responsible for all use of its Authorized Users accounts on the eSOPH System. Client shall ensure that its Authorized User(s) properly control and limit access to the eSOPH System to Client's appropriate Authorized Users, and that Client's Authorized Users properly protect their logins, passwords and all other login credentials to prevent unauthorized access and misuse of Client Data, Applicant Data and any other information that may be accessed through the eSOPH System. Client is responsible for its own policy regarding Authorized Users changing their passwords, minimum password complexity requirements beyond what is required by the eSOPH System, and which computer terminals may be used to access the eSOPH System by its Authorized Users, including any unattended devices or computers logged into the eSOPH System. Client shall ensure any previous Authorized User who no longer has a valid purpose to access the eSOPH System will have their eSOPH System login credentials disabled within the eSOPH System, without delay. Former Authorized Users who separate from their relationship with Client shall have their login credentials immediately disabled, without delay, by Client. Client will ensure that each Authorized User has unique login credentials; an Authorized User may not share or disclose its login credentials to any other person, even if such other person is also an Authorized User.

5.2 Two-Factor Authentication. Client acknowledges the eSOPH System offers optional two-factor authentication using Google Authenticator. This service is automatically available to those Clients who desire a two-factor frontend login process.

5.3 Client's Sharing of Applicant Data. The eSOPH System allows Client to externally share Applicant data and other information about Applicants from the eSOPH System. If Client or its Authorized User(s) share Applicant Data or other information about an Applicant with a third party, Client must: (i) possess valid, signed authorization from each Applicant whose Applicant Data or information is to be shared, legally adequate to authorize Client to share such Applicant Data or information, (ii) refrain from violating any law, policy, term or rule by sharing, transmitting or otherwise disclosing such Applicant Data or information, and (iii) keep the Applicant Data and information secure and private in accordance with any and all applicable privacy laws, and other legal requirement(s) and obligation(s).

5.4 MMI's Sharing of Basic Applicant Data. Client acknowledges and understands a valuable part of the eSOPH System is the ability for Client to see if an Applicant has been entered into the eSOPH System by other MMI client(s). If Client enters an Applicant into the eSOPH System, the eSOPH System will disclose if any other MMI client has previously entered the same Applicant into the eSOPH System. "**Basic Applicant Data**" information produced to other MMI clients *is limited to*: Agency/entity name, position applied for, entered date, and closed date. The eSOPH System will also display the point of contact for any other agency(s) who have previously entered the Applicant into the eSOPH System. If Client purges their backgrounds from the eSOPH System, the Basic Applicant Data (as defined in this Section) will remain on the eSOPH System and be visible to other MMI clients. Further information regarding another agency's entry of an Applicant, must be gained through that agency's permission and their own internal process(es).

5.5 Security Incident. In the event MMI learns of a Security Incident, MMI will make every effort to notify Client within 24-hours of learning of the breach. Notification will be made to at least one of Client's Administrative Users listed on Exhibit A via telephone and email. Notifications will only be made when an actual Security Incident has occurred; if the data is encrypted, by industry standards, no Security Incident is considered to have occurred and no notification will be made. At the request of Client, and with Client's cooperation and assistance, MMI will work together with law enforcement and other personnel in connection with the unauthorized access into the eSOPH System. MMI takes the privacy and security of data seriously, and uses reasonable administrative, technical, and physical safeguards to protect the confidentiality and security of all Client Data. Clients are encouraged to review MMI's eSOPH Security Overview, which is updated as needed by MMI from time to time and is available upon request.

5.6 Ownership of Client Data. Client owns all Client Data entered into the eSOPH System by its Authorized Users and its Applicants, including Applicant Data entered in response to the Client's request for information to process an Applicant's background investigation.

5.7 Post-Termination Retention of Data. Without limiting Client's rights to Client Data and Applicant Data hereunder, MMI may retain and store the following data during and after the term of this Agreement: Applicant name, Applicant telephone number, Applicant mailing address, Applicant email address, Applicant year of birth, date the Applicant was entered into the eSOPH System, Applicant's background investigation close date, position Applicant has applied for with Client, and the legal agreements (e.g., MMI's Electronic Signature Agreement, Terms of Use and Privacy Policy) related to any Authorized User's or Applicant's use of the eSOPH System. MMI may retain such information and use it to comply with applicable law and the eSOPH System Terms of Use and Privacy Policy and for the purposes described in Section 5.4 (MMI's Sharing of Basic Applicant Data). Other than as stated in this Agreement, MMI will not use such information for other purpose.

5.8 Confidential Information. In performance of this Agreement, the Parties may directly or indirectly disclose to each other confidential information, proprietary information, or confidential data ("**Confidential Information**"). "Confidential Information" shall include any data and/or information that is identified by either Party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to, (a) trade secrets or confidential business information of either Party, including without limitation information about such Party's technology, financial information, and plans; and (b) personal information of employees, Applicants, and Authorized Users, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information ("**Personally Identifiable Information**" or "**PII**").

5.9 Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information the receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the receiving Party; (2) rightfully possessed by the receiving Party prior to disclosure by the disclosing Party; (3) rightfully obtained by the receiving Party from a third-party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information.

5.10 Restrictions on Use and Disclosure. Each party shall not use the other party's Confidential Information for any purpose other than performance of its obligations and exercise of its rights under this Agreement. Furthermore, each party shall not disclose the other party's Confidential Information to any third party except to such party's employees, contractors, and other representatives who (a) have a bona fide need to know such Confidential Information for purposes of performing this Agreement, (b) have been informed of the confidential nature of such information, and (c) have agreed in writing or are otherwise legally bound not to use or further disclose such information except as permitted by this Agreement.

5.11 Disclosure Required by Law. Notwithstanding the foregoing, Confidential Information may be disclosed by a receiving Party to the extent required to be disclosed by public disclosure law or a court order, subpoena, or similar legal requirement; or necessary to disclose to prevent severe physical injury to or loss of life of an individual; provided, however that the receiving Party shall notify the disclosing Party prior to such required disclosure promptly and sufficiently in advance to permit the receiving Party to contest or limit such required disclosure, including without limitation redaction of trade secret information prior disclosure.

5.12 Public Records Request. MMI acknowledges that, if Client is a public entity, it is at all times subject to state public records acts, as now existing or as amended. If Client is a public entity and receives a public records request for all or any portion of this Agreement, including any documents or materials provided to Client under this Agreement, generally such information may be deemed a public record and disclosure may be necessary to the public records requester.

5.13 Storage and Encryption. During the Term of this Agreement, MMI will store and maintain Client Data and Applicant Data for use and access by Client and its Authorized Users under the terms of this Agreement. MMI will ensure industry standard data encryption methods are in place for storage of Client Data and Applicant Data. The encryption shall meet or exceed CJIS standards. All Client Data shall be stored within the United States.

5.14 CJIS Compliance; Background Checks. MMI will comply with Criminal Justice Information Systems ("CJIS") rules and regulations as they may apply to Applicant and Client data. MMI shall ensure all employees and contractors of MMI granted access to Client Data satisfactorily complete a background check and meet the requirements set forth by CJIS for access to Client Data.

5.15 Backups. For Client Data on the production system, MMI shall record snapshot copies of Client Data hourly during the Term and shall record full backup copies of Client Data once per week. Backup copies are stored on both MMI's production server, to enable a quick restore if necessary, and remotely within Amazon Web Services GovCloud. Backup records that are older than one calendar week are automatically purged from MMI's production system. At least three months of backup copies are stored remotely within AWS GovCloud. MMI uses proprietary software to monitor the automated tasks of Microsoft SQL. For Client Data the Client has sent to the archive storage solution: This data will be retained within the archive storage solution until such time client purges such data. Data sent to archive storage by the Client is not backed up to help control costs and offer a less expensive long-term storage solution for the Client.

5.16 [Deleted]

5.17 Acts or Omissions of Client. MMI shall have no responsibility or liability with respect to, and Client shall solely be responsible and liable for, any Security Incident and any loss, expense, damage, cost, or liability associated therewith, to the extent caused by or resulting from any act or omission of Client or Client's Authorized Users, employees, contractors (excluding MMI), or agents, including without limitation: (a) their loss of control of any device; (b) their failure to maintain the confidentiality of their log-in credentials; (c) their transmission of data via methods that are not secure; (d) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures; (e) their use of the eSOPH Platform in violation of this Agreement or any Documentation; (f) their failure to obtain adequate release(s), waiver(s), or legally or contractually required consent; (g) Client's failure to maintain hardware and software that are compatible with any updated or security patches released and implemented by MMI; (h) Client's declining to implement two-factor authentication as described in Sections 5.2 (Two-Factor Authentication).

6. REPRESENTATIONS AND WARRANTIES

6.1 Client represents and warrants that:

6.1.1 Client has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;

6.1.2 To Client's knowledge, the Client Data does not and will not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third-party and is free of any lien, claim, security interest or encumbrance; and

6.1.3 Neither Client nor any of its employees has received, offered or provided, nor will it receive, offer or provide, directly or indirectly, any gift, gratuity, favor, entertainment, loan or other thing of monetary value to any employee or agent of MMI as an inducement to do business with MMI. Client further warrants its Authorized Users have not, and will not engage in any collusion with any other potential supplier to secure this Agreement.

6.2 MMI represents and warrants that:

6.2.1 MMI has full right, power and authority to enter into and perform its obligations according to the terms of this Agreement;

6.2.2 To MMI's knowledge, the Software complies with all applicable national, state, and local laws and regulations and, to MMI's knowledge, does not contain any material that infringes, violates, or misappropriates the Intellectual Property Rights of any third party, and (ii) to the extent the Software contains any materials subject to third party rights, MMI has obtained any and all necessary clearances, releases, approvals, licenses, or consents from third parties and made any and all required payments to third parties (including without limitation to unions or guilds) so that Client and its Authorized Users can exercise the rights and licenses authorized under this Agreement;

6.2.3 For the Term of this Agreement, the eSOPH System will operate substantially in conformance with any written specifications contained in any Documentation and in this Agreement, including the Client Specific Terms of the Quote. MMI's sole obligation to Client and Client's sole remedy under this warranty is to correct the eSOPH System so it will perform within any represented specifications or refund the related license fee, whole or in part. This warranty is void if any unauthorized modifications are made to the eSOPH System or if the eSOPH System is not used in compliance with the terms of this Agreement; and

6.2.4 Except for the limited warranty provided in this Agreement, the eSOPH System and any other MMI products and services are provided "As Is" and MMI disclaims all warranties, express or implied, that may arise either by the Parties' agreements or by operation of law, including without limitation any warranty of merchantability or fitness for a particular purpose. MMI does not warrant the operation of the eSOPH System shall be error or "bug" free or that the eSOPH System will meet the requirements or expectations of Client, its Authorized Users or Applicants.

7. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

7.1 Assumption of Risk; Limitation of Liability. Each Party shall be solely liable for third party claims arising from any willful or negligent act or failures to act, or the errors or omissions, of the Party's owners, officers, employees, agents or contractors. Excepting for the breach provisions of this Agreement, neither Party to this Agreement, nor any of such Parties' respective Affiliates, trustees, directors, officers, employees, fellows or agents shall be responsible or liable to the other Party for any injury, loss, or damage of any kind, including but not limited to indirect, special, incidental consequential, punitive damages or lost profits, relating to design, development, specification, manufacture, production or use of the eSOPH software and services or any part thereof. The limitations on liability of the previous sentence shall apply even though a Party may have been advised of the possibility of such injury, loss or damage. This paragraph shall not apply to any obligations to maintain specific insurance requirements pursuant to any provision of this Agreement. Nothing in this Agreement shall be construed to limit any remedies available to the Parties in law or equity, including but not limited to injunctive relief and/or the mutual indemnification obligations herein.

7.2 **Mutual Indemnification.** *To the extent permitted by law*, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party"), including each of the Indemnified Party's respective Affiliates, officers, directors, shareholders, employees, representatives, agents,

successors and assigns (each an "Indemnified Person"), from and against all claims by any third party asserted in any cause of action, and including any damages, penalty, cost or expense (including reasonable attorneys' and witnesses' fees and costs), to the extent such cause of action arises from (a) the Indemnifying Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by the Indemnifying Party of any of its representations, warranties, covenants or obligations under this Agreement; PROVIDED, however, such indemnity shall not extend to claims arising from any breach of this Agreement or willful or negligent act by the Indemnified Party or an Indemnified Person of the Indemnified Party, and provided that: (i) the Indemnified Person promptly notifies the Indemnifying Party of the claim in writing; and, (ii) the Indemnified Person and Indemnified Party provide the Indemnifying Party with the assistance, information and authority necessary to perform the Indemnifying Party's obligations under this Section. The Indemnified Person shall be entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, losses, damages, costs, expenses and penalties. The Indemnifying Party shall not enter into any settlement which includes an admission of negligence or wrongdoing by any Indemnified Person, without the prior written consent of such Indemnified Person.

8. NOTIFICATION OF THIRD-PARTY ACTION OR CLAIM. Client shall notify MMI of any third party lawsuit, action, and proceeding or claim brought or threatened by a third party against Client or its employee, subcontractor, or other representative or agent based in part on Client's or an Applicant's use of the eSOPH System, including without limitation (a) claims regarding privacy, security, collection, use, processing, or disclosure of Client Data collected through or stored by the eSOPH System, (b) and claims where it is reasonably likely that MMI will be named as a party or witness.

9. CORRECTIVE ACTIONS. If all or any part of the Software is held, or MMI determines that it could be held, to infringe, wrongfully use or misappropriate any third-party intellectual property right, MMI at no cost to Client: (a) will procure for Client the right to continue using the eSOPH System in accordance with its rights under this Agreement; (b) replace the item with a substantially equivalent item that does not infringe, wrongfully use or misappropriate any third-party intellectual property rights; or (c) modify the item (without material loss of functionality) so that it no longer infringes, wrongfully uses or misappropriates any third-party intellectual property right. If MMI is unable to successfully accomplish any of the actions described above after using its commercially reasonable best efforts to accomplish each of them in a timely manner, then MMI will refund to Client a pro-rated amount of the license fees paid by Client hereunder in connection with the unused portion of its licensed rights to the eSOPH System under this Agreement. The remedies set forth in this Section 9 are Client's sole and exclusive remedy and MMI's sole obligation with respect to breach of the warranty contained in Section 6.2.2.

10. INSURANCE

10.1 Throughout the Term MMI, at its sole expense, will carry and maintain: (a) Commercial General Liability Insurance in the amount not less than $1,000,000 combined single limit per occurrence, $2,000,000 aggregate; (b) Professional Liability Insurance in the amount not less than $1,000,000 per claim and in the aggregate; and (c) "Cyber" Insurance in the amount not less than $1,000,000 combined single limit occurrence, $2,000,000 aggregate. MMI will request a Certificate of Insurance from the insurance agent or carrier listing Client as an Additional Insured, and provide the certificate to the Client.

10.2 Client represents it is self-insured or has appropriate insurance to fulfill and maintain its obligations and duties under this Agreement.

11. NOTICES. All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed to MMI or Client at the following addresses:

For Miller Mendel, Inc., copy of Notice(s) to: For Client, copy of Notice(s) to:

Mr. Kurt Rylander
Rylander & Associates
406 W 12th St
Vancouver, WA 98660

Office of the Chief of Police
Wasco Police Department
746 8th St
Wasco, CA 93280

12. GENERAL TERMS AND CONDITIONS

12.1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which such consent may not be unreasonably withheld. Subject to this Section 12.1, this Agreement will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

12.2 Compliance With Laws. Each Party will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations, codes and orders applicable to its performance under this Agreement.

12.3 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

12.4 Governing Law. This Agreement will be governed by, and construed in accordance with the laws of the state Client is located within, as applied to contracts performed therein but without reference to its choice of law rules, or the federal laws as applied to contracts performed with the United States government. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

12.5 Headings. The headings and sections in this Agreement and any exhibit, are for convenience and will not be construed to define or limit any of the terms or affect the meaning or interpretation of this Agreement and any exhibit.

12.6 Independent Contractor. MMI and Client are independent contractors under this Agreement, and nothing in this Agreement may be construed to create a partnership, joint venture, franchise or agency or fiduciary relationship between them. Neither Party has any authority to enter into agreements or make any representations of any kind on behalf of the other Party.

12.7 Nonexclusive Agreement. It is expressly understood and agreed that this Agreement does not grant to Client any exclusive privileges or rights, and MMI may contract with other clients and customers.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that any facsimile copy, including those exchanged electronically as a .pdf, of a signed counterpart of this Agreement will be treated the same as a signed original of this Agreement.

12.9 Entire Agreement. This Agreement together with the Quotes and any exhibits attached hereto contains the entire agreement and understanding of the Parties with respect to the transactions and matters contemplated herein, supersedes all prior and contemporaneous agreements or negotiations between Client and MMI concerning the subject matter hereof, and cannot be amended except by a writing dated subsequent to this Agreement and signed by both Parties. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of an exhibit, the terms and conditions of this Agreement will control. Terms and/or conditions listed in purchase orders(s) from Client that are in conflict with or in addition to the terms of this Agreement are not accepted

by MMI. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

12.10 Copies Shall Be Considered Originals. Any complete, legible signed copy of this Agreement shall be considered an original.

12.11 Signing Authority. Client represents and warrants the person executing this Agreement is a duly authorized officer or representative of the Client, and has full authority to execute this Agreement, including any amendment thereto, for and on behalf of Client. Client understands that it is fully responsible to ensure the authority of its signatory under to this Agreement and is responsible for any actual or consequential damages incurred by MMI in the event of a breach of this Section by Client.

12.12 Cooperative Agreement. The provisions of this Agreement will be extended to other city, county or state governmental entities within the state the Client is located, at then-current pricing. Governmental entities wishing to use this Agreement (hereinafter referred to as the "Cooperative Entity") will be responsible for obtaining a Quote specific to their entity, issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments in accordance with the Terms of this Agreement. To determine pricing for Cooperative Entities, MMI will use the then current pricing formula used for all Cooperative Entities within the state Client is located within. The Cooperative Entity wishing to use this Cooperative Agreement must execute with MMI a supplemental Agreement with at least one paragraph specifying they wish to use this Cooperative Agreement and agree to be bound by the terms of the Cooperative Agreement. The Agreement with the Cooperative Entity electing to use this Cooperative Agreement shall include language that MMI shall hold harmless and defend Client (as defined on the first paragraph of page 1 of this Agreement) from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Cooperative Agreement. Failure to include such language will be considered a material breach of this Agreement and grounds for immediate Agreement termination. Cooperative Entities are responsible for obtaining all certificates of insurance and bonds required. MMI is responsible for providing each Cooperative Entity a copy of this Agreement upon request by the cooperative entity. Client makes no guarantee of usage by other users of this Agreement. The extension of the terms of this Agreement to other entities pursuant to this clause shall be subject to MMI's discretion as to whether MMI has capacity and ability to do so, including but not limited to personnel, management, equipment, technical and/or financial limitations.

12.13 Immigration Law Compliance. Under the provisions of A.R.S. §41-4401, the Contractor warrants to the Client that the Contractor and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

13. Social Intelligence Corporation Services Option

Client Initials: _____: Section 13 terms **are not** applicable.

13.1 SIC Services. This Section 13 (Social Intelligence Corp. Services Option) describes optional services available to Client for additional cost. Client may subscribe to, and MMI agrees to provide, a service through the eSOPH System to deliver access to Social Intelligence Corp. ("**SIC**") internet and social media background screening and/or monitoring of Applicants to produce monitoring reports, screening reports, and social intelligence monitoring (collectively, "**SIC Reports**") and other services as may be available from SIC through the eSOPH System (the "**SIC Services**").

13.2 Fees and Payment. Fees and payments for the SIC Services are governed by the terms and conditions set by SIC pursuant to the SIC Agreement, the terms of which are hereby incorporated by reference into this Agreement upon Client's execution of their signature below.

13.3 Protection of Applicant Data. Any information, materials, data or other content made available to MMI, including any SIC Reports, transmitted by an Applicant or by a Client about an Applicant to the eSOPH System that is used for the SIC Services is **Applicant Data**. Client agrees that Client shall be solely responsible for

assuring the secure and confidential manner in which Client stores, delivers, and transmits SIC Services to its Authorized Users

13.4 Client Use of SIC Services. For each SIC Report requested, Client shall (i) identify the end-user of the SIC Report; (ii) certify the purpose for which the SIC Report will be used; and (iii) certify that the SIC Report will be used for no other purpose

13.5 Compliance with Laws. Client agrees that compliance with all federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**") applicable to (i) Client's access, collection, storage, transmission, receipt and use or obtaining of the SIC Reports or Applicant Data, (ii) the particular industry in which Client does business, and/or (iii) Client's business operations or structure, is the sole responsibility of Client. Without limiting the foregoing, Client agrees to comply with all applicable requirements of the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.* ("**FCRA**") and further agrees to the following:

13.5.1 Client certifies that it is a user of 'consumer reports' and will only use SIC Reports for "employment purposes" and no other (as those terms are defined in 15 U.S.C. § 1681(a)).

13.5.2 Client must comply with all applicable procedures and requirements of the FCRA and applicable state law, including, but not limited to: (i) providing a proper disclosure, (ii) obtaining a written authorization, (iii) providing a certification to MMI that it will comply with the FCRA and will not use the SIC Reports in violation of any EEO law or regulation, and (iv) following the adverse action requirements set forth in the FCRA and applicable state laws. Client agrees to take all reasonable measures to enforce said requirements.

13.5.3 Client, and not MMI, is solely responsible for compliance under the FCRA.

13.5.4 To the extent permitted by law, Client agrees to defend, indemnify and hold MMI and SCI harmless from any and all claims or damages related to the SIC Reports or arising from adverse actions (as set forth in Section 7.2 herein) by Client against Applicant based on eSOPH's SIC Services.

13.6 Notice and Consent. In using the SIC Services, Client shall comply with all applicable privacy and data security laws and the respective, then-current privacy policies of MMI and SIC, as applicable. Without limiting the foregoing, Client certifies that:

13.6.1 Client will ensure that prior to procurement or to causing the procurement of an SIC Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that an SIC Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;

13.6.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and

13.6.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by Applicable Laws.

13.7 Employment Decisions Based on an SIC Report. Client certifies that, if required under the FCRA, before taking any adverse action based in whole or in part on the SIC Report generated by SIC Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed under the FCRA; and (iii) a statement that information from the SIC Report and the SIC Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the FCRA.

13.8 SIC Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the SIC Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:

13.8.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the SIC Services in any manner;

13.8.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the SIC Services;

13.8.3 use, transform, modify, assess or adapt the SIC Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of SIC;

13.8.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the SIC Services or data;

13.8.5 allow any third party to access the SIC Services;

13.8.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the SIC Services or data;

13.8.7 use the SIC Services or data to identify or solicit potential customers for its products or services;

13.8.8 use the SIC Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and

13.8.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the SIC Services or the data contained therein.

13.9 Notification of Security Breach. In addition to the other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "Breach") that directly affect provision of the SIC Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.

13.10 SIC Intellectual Property Rights. Client acknowledges that SIC has expended substantial time, effort and funds to create and deliver the SIC Services. All SIC intellectual property not related to the eSOPH System is and will continue to be SIC's exclusive property. Nothing contained in this Addendum shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with SIC and eSOPH's SIC Services.

13.11 No Representations or Warranties. Without limiting the provisions of Section 6 of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the SIC Services. Client agrees to be solely responsible for Client's use of the SIC Services.

13.12 Termination. In addition to and without limiting Section 4.3 of the Agreement, MMI may terminate the optional SIC Services provided pursuant to this Section 13 at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the SIC Services shall not constitute termination of the eSOPH MSSSA.

14. Experian Services Option

Client Initials: _____: Section 14 terms **are** applicable.

14.1 Experian Services. This Section 14 (Experian Services Option) describes optional services available to Client for additional cost. Client may subscribe to a service through the eSOPH System to deliver access to the Experian Information Solutions, Inc. ("Experian") functionality to obtain consumer credit reports and investigative consumer reports (collectively, "Credit Reports") about Applicants and other services as may be available from Experian through the eSOPH System (the "Experian Services").

14.2 Applicant Data. Data transmitted by an Applicant or by a Client about an Applicant to the eSOPH System that is used for the Experian Services is Applicant Data. For Applicant Data used for the Experian Services, the Parties agree to each, at minimum, meet the requirements set forth in 16 C.F.R. § 314.4, and take all necessary steps reasonably designed to (i) ensure the security and confidentiality of Experian Services and Applicant Data, (ii) protect against any anticipated threats or hazards to the security or integrity of the Experian Services and Applicant Data, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Applicant.

14.3 Fair Credit Reporting Act. Client agrees that Client, not MMI, is solely responsible for compliance under the Fair Credit Reporting Act of 1996, as amended (15 US Code 1681) ("**FCRA**"). Client further acknowledges and agrees as follows:

14.3.1 Client agrees and understands that it must comply with the "FCRA Requirements" notice and Experian's "Access Security Requirements." Client agrees to take all reasonable measures to enforce said requirements.

14.3.2 Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau of Consumer Financial Protection ("Bureau") under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each Credit Report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.

14.3.3 Client certifies it will request and use the Experian Services strictly in accordance with FCRA. Without limiting the foregoing, Client certifies that it will request and use the Experian Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer about whom such information is sought and will not request or use such Experian Services for purposes prohibited by law. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Applicant makes a timely request to Client, Client may share the contents of Applicant's report with Applicant as long as Client does so without charge and only after authenticating Applicant's identity.

14.3.4 Client agrees it is solely responsible for and subject to compliance under all federal, state and local laws, rules and regulations applicable to Client's access, collection, storage, transmission, receipt, and use of the Experian Services and data. Further, Client shall comply with the FCRA.

14.4 Notice and Consent. In using the Experian Services, Client shall comply with all applicable laws, including but not limited to FCRA and applicable privacy and data security laws. Without limiting the foregoing, Client certifies that:

14.4.1 Client will ensure that prior to procurement or to causing the procurement of a Credit Report for employment purposes: (i) a clear and conspicuous disclosure has been made in writing to Applicant in a document that consists solely of the disclosure that a Credit Report may be obtained for employment purposes; and (ii) Applicant has authorized in writing the procurement of the report by Client;

14.4.2 Client is solely responsible for retaining and will retain all executed Applicant authorization agreements. Client will provide MMI a fully legible copy of Applicant authorization agreements if so requested by MMI within five calendar days of MMI's request; and

14.4.3 Client will provide any legally required notices or disclosures and will obtain legally adequate consent from all Applicants as required by applicable laws.

14.5 Death Master File. Client acknowledges that Experian Services may contain information from the Death Master File as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that, consistent with its applicable FCRA or Gramm-Leach-Bliley Act use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). Client further certifies

that it will not take adverse action against any Applicant without further investigation to verify the information from the deceased flag or other indicia within the Experian Services.

14.6 Employment Decisions Based on Credit Report. Client certifies that, before taking any adverse action based in whole or in part on the Credit Report generated by Experian Services for employment purposes, Client will provide to the Applicant about whom the report relates (i) a copy of the report, (ii) a description in writing of the rights of Applicant as prescribed by the Bureau under the FCRA; and (iii) a statement that information from the Credit Report and the Experian Services will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client agrees it is solely responsible for any adverse actions taken against an Applicant and for Client's compliance under the Bureau and FCRA. In addition to any other indemnification provisions of this Agreement, Client agrees to defend and hold MMI harmless from all claims or damages arising from adverse actions by Client against Applicant arising from use of eSOPH's Experian Services.

14.7 Experian Services Permitted Use. Client represents and warrants to MMI that it shall only access and use the Experian Services for Client's own internal business and solely in the manner explicitly permitted in the Agreement. Client agrees that it shall not:

14.7.1 change, modify, copy, add code to, create derivative works based on any aspect of, or otherwise alter the Experian Services in any manner;

14.7.2 reverse engineer; disassemble; decompile; in any way attempt to recreate, obtain, perceive or derive the source code of; or translate the Experian Services;

14.7.3 use, transform, modify, assess or adapt the Experian Services for use for any other purpose, including but not limited to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Experian;

14.7.4 distribute, publish, transmit or disseminate in any form or by any means (including but not limited to via the internet) any part of the Experian Services or data;

14.7.5 allow any third party to access the Experian Services;

14.7.6 sell, sublicense, resell, lease, rent, time-share or otherwise transfer any of the Experian Services or data;

14.7.7 use the Experian Services or data to identify or solicit potential customers for its products or services;

14.7.8 use the Experian Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or violate third-party privacy rights; and

14.7.9 gain or attempt to gain unauthorized access to; disrupt the integrity or performance of; or damage, disable, overburden or impair the operation of the Experian Services or the data contained therein.

14.8 Experian Services Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third-party request, compile, store, maintain, resell or use the Experian Services (including any of the information contained in the Credit Report) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers, and transmits Experian Services to its Authorized Users.

14.9 Notification of Security Breach. In addition to any other data breach and/or safeguards provisions of this Agreement, in the event Client determines that physical or electronic safeguards have been breached or that any other unauthorized access to Applicant Data has occurred (in each case, a "**Breach**") that directly affect provision of the Experian Services, Client shall notify MMI of the Breach within 24 hours of discovery. Such notice shall be in writing and shall include all information known by Client as of the date and time of notification.

14.10 Experian Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Credit Reports and compile its various databases. All data in Experian's databases and any other intellectual property not related to the eSOPH System that are part of Experian are and will continue to be Experian's exclusive property. Nothing contained in this Addendum shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with Experian and eSOPH's Experian Services.

14.11 No Representations or Warranties. Without limiting the provisions of Section 6 of the Agreement, MMI makes no representations or warranties as to the value, accuracy, or suitability of the Experian Services. Client agrees to be solely responsible for Client's use of the Experian Services.

14.12 Termination. In addition to and without limiting Section 4.3 of this Agreement, MMI may terminate the Experian Services at any time with or without cause or notice at MMI's sole discretion without penalty. Termination of the Experian Services shall not constitute termination of the eSOPH MSSSA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives.

For Miller Mendel, Inc. ("MMI")

Tyler J. Miller _____ February 8, 2022

Tyler Miller, President & CEO Date

For Client: City of Wasco

_____ _____

Signature (Required) **Date**

_____

Print name and title (Required)

_____ _____

Signature (Optional) Date

_____

Print name and title (Optional)

EXHIBIT A

ADMINISTRATIVE USERS

The Client hereby designates the following person(s) as Client's Administrative Users. This listing is a complete listing of all Administrative Users, and completely replaces any prior completed Exhibit A.

Note: Client may give multiple people "admin" permission within the system, at Client's control and discretion. This form designates only those Administrative Users who may contact MMI for Support purposes.

PRIMARY ADMINISTRATIVE USER:

Name: _____

Title/Position: _____

Email: _____

Primary Phone: _____

Do not list more than one Primary Administrative User

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charles V. Fivecoat, Chief of Police

DATE: February 21, 2023

SUBJECT: Adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022– 2023.

Recommendation:
Staff recommends the City Council:

1) to adopt a Resolution approving the Amended Salary Schedule for the Fiscal Year 2022/2023 and;

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is to adopt a Resolution Approving the Amended Salary Schedule for the Fiscal Year 2022– 2023.

As identified in the staff report from October 18th, 2022 (attachment 1), it correctly identified the new position of PD Records Administrator with compensation range as Range 37. However, the attachment provided with that staff report contained an outdated Salary Schedule that identified the position as Police Services Technician and a Range of 36. This Amendment corrects the Salary Schedule and identifies the title of Police Records Administrator with a compensation Range of 37.

Fiscal Impact:
None at this time.

Attachments:

1. October 18, 2022 Staff Report
2. Resolution
3. Salary Schedule

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: October 18, 2022

SUBJECT: Adopt a Resolution Approving Police Department Start-Up Positions and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023.

Recommendation:
Staff recommends adopting a Resolution Approving Police Department Start-up Positions and Pay Range, Amended Salary Schedule, CalPERS Safety Plan, and Budget Appropriations for the Fiscal Year 2022– 2023.

Discussion:
As directed by the City Council, Staff is moving forward with research, planning, and actions leading to the establishment of a City of Wasco Police Department. As currently defined, the steps proposed are:

1) **Establish a Start-up Team:** Hiring a Chief of Police is a critical first step in this process. Once in place, the Chief of Police and City Manager will proceed with hiring a Police Lieutenant and PD Records Administration position. This Start-up Team will focus on each of the complex steps necessary to successfully expedite the start-up of the Department. Estimated Duration: 2-3 Months.
2) **Positions, Policy and Municipal Code, Approvals, and Budget:** The Start-up Team will research, draft, and present for Council Approval a number of new PD staff positions, proposed Department Policies, and additions and modifications to the Wasco Muni Code. The Team will also secure all needed Federal, State, and regional approvals for the establishment of the Department, including PSAP 911/radio/dispatch. Finally, the Team will develop and present to Council an Operating Budget, Capital Budget, and anticipated funding sources, including General Fund/Measure X, the transition of the current KCSO expenditures, and various grant opportunities. Estimated Duration: 2-3 Months.
3) **Timeline, Recruitment, Equipment Acquisition, Build-out, and Transition:** With an approved budget in place, a finalized timeline will be developed for the transition from KCSO Contract Police Services to the Wasco Police Department. This step will include the procurement of equipment and physical changes/additions to the office space currently occupied by KCSO. During this time, subject to recruitment

and procurement results, a detailed transition plan will be developed in cooperation with KCSO. Estimated Duration: 6-12 Months.

4) **Go-Live:** Upon successful completion of all transition plan requirements, the Wasco Police Department will go live and assume law enforcement duties for the City.

Establishing the Start-up Team will require:

1) Approval of three new positions for Chief of Police, Police Lieutenant, and PD Records Administrator will be assigned to the Police Department. Each position will require an approved Pay Range.
2) The City of Wasco Salary Schedule will require an amendment to include these positions.
3) Wasco's existing CalPERS "Safety" group must be validated and perhaps updated to a competitive contract formula, distinct from the other CalPERS contract(s).
4) Appropriation of sufficient funding to cover compensation, equipment, and expenses through early 2023 when the mid-year budget review and adjustments are completed. The Finance Director recommends the creation of a new Police Division within the General Fund for this appropriation.

The City Council approved the Salary Schedule for the 2022- 2023 Fiscal Year as outlined by the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1, which define compensation earnable for State, School, and Public Agency members. Section 570.5 of the California Code of Regulations (CCR) further clarified compensation earnable on July 6th, 2022.

Staff recommends Council approval of the following additions to the Salary Schedule:

Position	**Category**	**Compensation Range**
Chief of Police	Director-Annual	Contract: $133,500 - $164,500
Police Lieutenant	Director-Annual	Contract: $94,053 - $120,038
PD Records Administrator	Non-Exempt/Confidential	Range 37: $51,549 - $65,792

The legacy CalPERS Safety contract for Wasco uses a 2% at 55 formula and a PEPRA New Members for Police at 2% at 57. Staff recommends Council authorize the City Manager and Human Resources Manager to solicit additional plans to be presented for Council review and possible approval. The First Level – Police plan is not competitive with current plans at most other public safety departments, including formulas such as Safety Members — 3% at 55, Safety Members — 3% at 50, and Safety Members — 2.7% at 57.

The adopted FY 2022-23 Operating and Capital budgets did not anticipate Police Department start-up activity and therefore do not contain funding appropriations. Start-up operations through June 30, 2023, are estimated as follows:

Personnel	Fully burdened start-up staff, including all benefits.	$ 330,169
Capital Expense	Equipment, vehicles, software, premise improvements, etc.	$ 232,500
Administrative Overhead	Recruitment, background, policy development, and on-boarding.	$ 34,667
	Total Appropriation	**$ 597,336**

The costs related to public safety expenditures are eligible for ARPA funding.

ARPA Fiscal Recovery Funds

From a policy perspective, the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

From an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure.
- To make necessary investments in general government essential services.

To maintain transparency and continuity, staff recommends the creation of a Police Department division within the General Fund where revenues will be received, and expenditures will be charged. As such, ARPA funds will be transferred to the new Police Department division.

Staff recommends an appropriation of $600,000.00 from the current ARPA Fund balance to the new Police Department division in the General Fund.

Fiscal Impact:
This item proposes the creation and funding of a new Police Department division within the General Fund. Fiscal impact to the General Fund during this start-up period is offset by appropriating and transferring ARPA Fund into the General Fund in the amount of $600,000. Future Operational and Capital funding will be presented for Council review during the FY 2022-23 mid-year review and FY 2023-24 budget process.

Attachments:

1. Resolution
2. Salary Schedule

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AMENDED SALARY SCHEDULE, FOR THE FISCAL YEAR 2022-2023

WHEREAS, the City Council wishes to establish a City of Wasco Police Department start-up team; and

WHEREAS, the Police Department Records Administrator salary was incorrectly identified as presented in the Salary Schedule approved in the October 18, 2022 regularly schedule council meeting; and

WHEREAS, in order to meet CalPERS requirements for publicly available pay schedules, the City Council must approve a salary schedule for all City positions (including elected and appointed positions), independent from the salary schedules included in the memorandum of understanding with employee groups or employment agreements; and

WHEREAS, Title 2. §570.5 of the California Code of Regulations establishes certain requirements for a publicly available pay schedule, and the City of Wasco must comply with Government Code § 20636(B)(1) and Title 2, §570.5 of the California Code of Regulations; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wasco,

SECTION 1: Approving the amended salary schedule for the fiscal year 2022-2023 attached hereto as Exhibit "A".

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21st, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of City the Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

CITY OF WASCO

POSITION & SALARY RANGE LIST

EFFECTIVE 07/01/2022 - 06/30/2023

DIRECTOR - ANNUAL		MINIMUM	MAXIMUM
City Manager	Contract	$180,250	
Deputy Public Works Director(s)	Contract	$94,053.44	$120,038.66
Police Lieutenant	Contract	$94,053.44	$120,038.66
Assistant City Manager	Contract	$94,053.44	$120,038.66
Finance Director	Contract	$104,573.69	$133,465.47
Community Development Director	Contract	$104,573.69	$133,465.47
Public Works Director	Contract	$104,573.69	$133,465.47
Chief of Police	Contract	$133,465.47	$162,347.25

ELECTED OFFICIALS - MONTHLY	
City Council Member	$ 300
City Clerk/Treasurer	$ 60

MID MANAGEMENT - EXEMPT PAY SCHEDULE - BIWEEKLY								ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F
Senior Planner	6	$2,665.21	$2,798.46	$2,938.39	$3,085.30	$3,239.57	$3,401.53	$69,295.46	$88,439.78	33.3151	42.5191
City Project Manager	9	$2,870.13	$3,013.64	$3,164.32	$3,322.53	$3,488.66	$3,663.10	$74,623.38	$95,240.60	35.8766	45.7888
Chief Building Official	9	$2,870.13	$3,013.64	$3,164.32	$3,322.53	$3,488.66	$3,663.10	$74,623.38	$95,240.60	35.8766	45.7888
Human Resources Manager	9	$2,870.13	$3,013.64	$3,164.32	$3,322.53	$3,488.66	$3,663.10	$74,623.38	$95,240.60	35.8766	45.7888
Sanitation Superintendent	9	$2,870.13	$3,013.64	$3,164.32	$3,322.53	$3,488.66	$3,663.10	$74,623.38	$95,240.60	35.8766	45.7888
Accounting Manager	12	$3,091.52	$3,247.84	$3,412.44	$3,585.32	$3,766.57	$3,957.44	$80,379.52	$102,893.44	38.6440	49.4680
Administrative Manger	18	$3,584.40	$3,763.62	$3,951.79	$4,149.39	$4,356.85	$4,574.70	$93,194.40	$118,942.20	44.8050	57.1838

Non-Exempt Bi-Weekly Pay Schedule								ANNUAL PAY		HOURLY RATE	
TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F	STEP A	STEP F
Utility Technician	23	$ 1,403.21	$ 1,473.37	$ 1,547.04	$ 1,624.39	$ 1,705.62	$ 1,790.90	$36,483.46	$46,563.40	17.5401	22.3863
Animal Shelter Service Worker	23	$ 1,403.21	$ 1,473.37	$ 1,547.04	$ 1,624.39	$ 1,705.62	$ 1,790.90	$36,483.46	$46,563.40	17.5401	22.3863
Animal Control Officer	25	$ 1,474.24	$ 1,547.96	$ 1,625.36	$ 1,706.63	$ 1,791.96	$ 1,881.55	$38,330.24	$48,920.30	18.4280	23.5194
Facilities Maintenance Technician I	25	$ 1,474.24	$ 1,547.96	$ 1,625.36	$ 1,706.63	$ 1,791.96	$ 1,881.55	$38,330.24	$48,920.30	18.4280	23.5194
Transit Bus Driver	25	$ 1,474.24	$ 1,547.96	$ 1,625.36	$ 1,706.63	$ 1,791.96	$ 1,881.55	$38,330.24	$48,920.30	18.4280	23.5194
Mechanic I	26	$ 1,511.10	$ 1,586.65	$ 1,665.98	$ 1,749.29	$ 1,836.75	$ 1,928.59	$39,288.60	$50,143.34	18.8888	24.1074
Street Maintenance Technician I	26	$ 1,511.10	$ 1,586.65	$ 1,665.98	$ 1,749.29	$ 1,836.75	$ 1,928.59	$39,288.60	$50,143.34	18.8888	24.1074
Water Operator-In-Training	26	$ 1,511.10	$ 1,586.65	$ 1,665.98	$ 1,749.29	$ 1,836.75	$ 1,928.59	$39,288.60	$50,143.34	18.8888	24.1074
WWTP Operator-In-Training	27	$ 1,548.87	$ 1,626.32	$ 1,707.63	$ 1,793.00	$ 1,882.65	$ 1,976.80	$40,270.69	$51,396.80	19.3609	24.7100
Street Sweeper Operator I	27	$ 1,548.87	$ 1,626.32	$ 1,707.63	$ 1,793.00	$ 1,882.65	$ 1,976.80	$40,270.69	$51,396.80	19.3609	24.7100
Street Maintenance Technician II	28	$ 1,587.60	$ 1,666.98	$ 1,750.32	$ 1,837.85	$ 1,929.74	$ 2,026.22	$41,277.60	$52,681.72	19.8450	25.3278
Billing and Collections Specialist I	29	$ 1,627.29	$ 1,708.66	$ 1,794.08	$ 1,883.80	$ 1,977.98	$ 2,076.88	$42,309.54	$53,998.88	20.3411	25.9610
Mechanic II	29	$ 1,627.29	$ 1,708.66	$ 1,794.08	$ 1,883.80	$ 1,977.98	$ 2,076.88	$42,309.54	$53,998.88	20.3411	25.9610
Administrative Assistant I	29	$ 1,627.29	$ 1,708.66	$ 1,794.08	$ 1,883.80	$ 1,977.98	$ 2,076.88	$42,309.54	$53,998.88	20.3411	25.9610
Facilities Maintenance Technician II	29	$ 1,627.29	$ 1,708.66	$ 1,794.08	$ 1,883.80	$ 1,977.98	$ 2,076.88	$42,309.54	$53,998.88	20.3411	25.9610
Sanitation Worker I	29	$ 1,627.29	$ 1,708.66	$ 1,794.08	$ 1,883.80	$ 1,977.98	$ 2,076.88	$42,309.54	$53,998.88	20.3411	25.9610
Wastewater Collections Specialist I	30	$ 1,667.97	$ 1,751.37	$ 1,838.94	$ 1,930.91	$ 2,027.43	$ 2,128.80	$43,367.22	$55,348.80	20.8496	26.6100
Water Operator I	30	$ 1,667.97	$ 1,751.37	$ 1,838.94	$ 1,930.91	$ 2,027.43	$ 2,128.80	$43,367.22	$55,348.80	20.8496	26.6100
Administrative Assistant II	31	$ 1,709.68	$ 1,795.16	$ 1,884.92	$ 1,979.17	$ 2,078.12	$ 2,182.02	$44,451.68	$56,732.52	21.3710	27.2753
Wastewater Plant Operator I	31	$ 1,709.68	$ 1,795.16	$ 1,884.92	$ 1,979.17	$ 2,078.12	$ 2,182.02	$44,451.68	$56,732.52	21.3710	27.2753
Sanitation Worker II	31	$ 1,709.68	$ 1,795.16	$ 1,884.92	$ 1,979.17	$ 2,078.12	$ 2,182.02	$44,451.68	$56,732.52	21.3710	27.2753
Payroll/AP Specialist	32	$ 1,752.41	$ 1,840.03	$ 1,932.03	$ 2,028.64	$ 2,130.07	$ 2,236.57	$45,562.66	$58,150.82	21.9051	27.9571
Executive Assistant I	33	$ 1,796.22	$ 1,886.03	$ 1,980.33	$ 2,079.35	$ 2,183.32	$ 2,292.48	$46,701.72	$59,604.48	22.4528	28.6560
Billing and Collections Specialist II	34	$ 1,841.13	$ 1,933.18	$ 2,029.84	$ 2,131.33	$ 2,237.90	$ 2,349.79	$47,869.38	$61,094.54	23.0141	29.3724
Water Operator II	34	$ 1,841.13	$ 1,933.18	$ 2,029.84	$ 2,131.33	$ 2,237.90	$ 2,349.79	$47,869.38	$61,094.54	23.0141	29.3724
Wastewater Plant Operator II	36	$ 1,934.33	$ 2,031.04	$ 2,132.59	$ 2,239.22	$ 2,351.18	$ 2,468.73	$50,292.58	$64,186.98	24.1791	30.8591
Human Resources Analyst I	37	$ 1,982.68	$ 2,081.82	$ 2,185.92	$ 2,295.21	$ 2,409.97	$ 2,530.46	$51,549.68	$65,791.96	24.7835	31.6308
Police Records Administrator	37	$ 1,982.68	$ 2,081.82	$ 2,185.92	$ 2,295.21	$ 2,409.97	$ 2,530.46	$51,549.68	$65,791.96	24.7835	31.6308
Sanitation Supervisor	37	$ 1,982.68	$ 2,081.82	$ 2,185.92	$ 2,295.21	$ 2,409.97	$ 2,530.46	$51,549.68	$65,791.96	24.7835	31.6308
Streets Supervisor	37	$ 1,982.68	$ 2,081.82	$ 2,185.92	$ 2,295.21	$ 2,409.97	$ 2,530.46	$51,549.68	$65,791.96	24.7835	31.6308
Staff Accountant	38	$ 2,032.25	$ 2,133.86	$ 2,240.56	$ 2,352.58	$ 2,470.22	$ 2,593.73	$52,838.50	$67,436.98	25.4031	32.4216
Water Operator III	38	$ 2,032.25	$ 2,133.86	$ 2,240.56	$ 2,352.58	$ 2,470.22	$ 2,593.73	$52,838.50	$67,436.98	25.4031	32.4216
Building Inspector I	40	$ 2,135.13	$ 2,241.89	$ 2,353.96	$ 2,471.68	$ 2,595.26	$ 2,725.03	$55,513.38	$70,850.78	26.6891	34.0629
Code Compliance Officer I	40	$ 2,135.13	$ 2,241.89	$ 2,353.96	$ 2,471.68	$ 2,595.26	$ 2,725.03	$55,513.38	$70,850.78	26.6891	34.0629
Assistant Planner	41	$ 2,188.50	$ 2,297.93	$ 2,412.83	$ 2,533.47	$ 2,660.14	$ 2,793.15	$56,901.00	$72,621.90	27.3563	34.9144
Code Compliance Officer II	43	$ 2,299.31	$ 2,414.27	$ 2,534.98	$ 2,661.74	$ 2,794.82	$ 2,934.57	$59,782.06	$76,298.82	28.7414	36.6821
GIS Specialist	43	$ 2,299.31	$ 2,414.27	$ 2,534.98	$ 2,661.74	$ 2,794.82	$ 2,934.57	$59,782.06	$76,298.82	28.7414	36.6821
Wastewater Plant Operator III	43	$ 2,299.31	$ 2,414.27	$ 2,534.98	$ 2,661.74	$ 2,794.82	$ 2,934.57	$59,782.06	$76,298.82	28.7414	36.6821
Associate Planner	44	$ 2,356.78	$ 2,474.63	$ 2,598.36	$ 2,728.28	$ 2,864.70	$ 3,007.93	$61,276.28	$78,206.18	29.4598	37.5991
Water Supervisor	44	$ 2,356.78	$ 2,474.63	$ 2,598.36	$ 2,728.28	$ 2,864.70	$ 3,007.93	$61,276.28	$78,206.18	29.4598	37.5991
Wastewater Supervisor	44	$ 2,356.78	$ 2,474.63	$ 2,598.36	$ 2,728.28	$ 2,864.70	$ 3,007.93	$61,276.28	$78,206.18	29.4598	37.5991
Information Technology & Marketing Specialist	46	$ 2,476.12	$ 2,599.91	$ 2,729.92	$ 2,866.42	$ 3,009.73	$ 3,160.23	$64,379.12	$82,165.98	30.9515	39.5029

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: February 21, 2023

SUBJECT: Approval for Travel Expenses Exceeding $500.00 per participation for Mayor Martinez, Council Member Garcia, Council Member Medina, Council Member Reyna, Council Member Saldaña, and the City Manager to attend the League of California Cities City Leaders Summit on April 12 – April 14, 2023, in Sacramento California.

Recommendation:
Staff recommends the City Council:

1) Approval for Travel Expenses Exceeding $500.00 per participation for Mayor Martinez, Council Member Garcia, Council Member Medina, Council Member Reyna, Council Member Saldaña, and the City Manager to attend the League of California Cities City Leaders Summit on April 12 – April 14, 2023, in Sacramento California; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The League of California Cities City Leaders Summit is an event where city officials can influence policy in the Capitol and gain leadership skills and offers city officials the exceptional opportunities to meet with legislators to advocate for cities' top priorities, as well as participate in peer-to-peer discussions and in-depth sessions covering topics

ranging from leadership issues facing cities. The preliminary conference schedule for the League of California Cities City Leaders Summit is attached.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to $500.00 per trip.

As a result, the City Council must approve the travel request for of Mayor Martinez, Council Member Garcia, Council Member Medina, Council Member Reyna, Council Member Saldaña, and the City Manager as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
It is estimated the cost of the League of California Cities 2023 Annual Training Conference will not exceed $2,000 per attendee. This expense is covered in the Adopted FY 22/23 Budget. No budget action is needed with approval of this item.

Attachments:
1. Brochure

City Leaders Summit

April 12-14, 2023

SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

Register **(https://www.eventsquid.com/contestant-reg.cfm?event_id=19576)**

The City Leaders Summit is a unique advocacy and education event that allows city officials to influence state policy decisions and gain top-notch leadership skills. During the event, city leaders will spend a full day meeting with legislators to discuss the most pertinent issues affecting their cities and then attend two days of in-depth educational sessions to explore local solutions to statewide problems.

For questions, please contact Associate Manager, Event Program, **Kayla Boutros** **(mailto:kboutros@calcities.org)** .

Please see our event and meeting policies (/education-and-events/event-and-meeting-policies-26201#0) .

2023 Summit Information

Registration →

Capacity is limited, and registration is subject to sell out prior to the registration deadline. Register early!

Full Registration Includes:

- admission to all educational sessions
- admission to the Wednesday evening reception, Thursday breakfast and lunch, and Friday breakfast
- access to all program materials

Register online by April 5 (requires credit card) – **Register Here (https://www.eventsquid.com/register/19576)**

Mail-in Registration (pay by check) - contact **Megan Dunn (mailto:mdunn@calcities.org)** to request a registration form.

Special Needs? Contact **Megan Dunn (mailto:mdunn@calcities.org)** .

Full Conference Registration Fees

Member-City Officials and City Staff	$625
Non-Member City Officials and City Staff	$1,625
All Others	$825

One-Day Registration Fees

Member-City Officials and City Staff

Wednesday	$150
Thursday and Friday	$475

Non-Member City Officials and City Staff

Wednesday	$425
Thursday and Friday	$1,325

All others

Guest Pass to Wednesday Reception	$50

**The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any Cal Cities Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to Wednesday's networking reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.*

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, minus a $75 processing charge, only when a written request is submitted to **Megan Dunn (mailto:mdunn@calcities.org)** , and received on or before April 5. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel and Travel →

A limited number of hotel rooms are available at a reduced rate for conference attendees. The discounted hotel rate cut-off is March 21, 2023. Hotels are subject to sell out prior to the deadline – reserve early!

STEP ONE: **(https://www.eventsquid.com/register/19576) Register for the Conference (https://www.eventsquid.com/register/19576)**

STEP TWO: Book a hotel room
Once registration is complete, you will receive a confirmation e-mail directing you to the group housing reservations page.

Hyatt Regency Sacramento
1209 L Street Sacramento, CA 95814
(916) 443-1234

Group Hotel Rate (per night): $215 – Single/Double Occupancy (plus tax and fees)

Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after March 21, 2023 has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

***PLEASE NOTE**: The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name, email, and dates/length of stay in the hotel.*

***CAUTION!** You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.*

Parking and Transportation

Self-Parking: $25.00 for overnight parking or $30.00 for day use.
Valet Parking (per day): $37.00 for overnight parking or $40.00 for day use.
Nearby airport: Sacramento International Airport (SMF): 11 miles
(/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12) (/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12)

Schedule at a Glance →

***Schedule subject to change**

Wednesday, April 12

Registration Open
8:30 a.m.-5:30 p.m.

Opening General Session
10 a.m.-noon

Day one of the conference focuses on legislative advocacy. Join Cal Cities leadership and lobbyists for an update on high priority legislation that you will want to advocate on when you meet with legislative officers later in the day.

Lunch on Your Own
Noon-2:00 p.m.

Educational Session
2:00-3:30 p.m.

Educational Session
3:45-5:00 p.m.

Reception
5:30-7:00 p.m.

Thursday, April 13

Registration Open
7:00 a.m.-4:30 p.m.

Networking Breakfast
7:00-8:15 a.m.

General Session
8:30-10:00 a.m.

Concurrent Educational Sessions
10:15-11:30 a.m.

Networking Lunch
11:30 a.m.-12:30 p.m.

Concurrent Educational Sessions
12:45-2:00 p.m.

Concurrent Educational Sessions
2:15-3:30 p.m.

Concurrent Educational Sessions
3:45-5:00 p.m.

Friday, April 14

Registration Open
7:30 a.m.-3:00 p.m.

Networking Breakfast
7:45-8:45 a.m.

Concurrent Educational Sessions
9:00-10:15 a.m.

Closing General Session
10:30 a.m.-noon

Adjourn
Noon

Explore Previous Summits →

2022 Summit Session Descriptions

Click to view the full summit PDF (/docs/default-source/city-leaders-summit-session-materials/2022-city-leaders-summit-program-final.pdf?sfvrsn=8d29e331_12) .

Wednesday, May 11 →

Registration Open

8:30 a.m.–5:30 p.m.

Opening General Session

10:00–11:15 a.m.

Day one of the conference focuses on legislative advocacy. Join Cal Cities leadership and lobbyists for an update on high priority legislation that you will want to advocate on when you meet with legislative officers later in the day.

Session Remarks:

Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek
Ali Sajjad Taj, First Vice President, League of California Cities and Council Member, Artesia
Carolyn Coleman, Executive Director and CEO, League of California Cities

League of California Cities Speakers
Melanie Perron, Deputy Executive Director, Advocacy and Public Affairs
Jason Rhine, Assistant Director, Legislative Affairs
Elisa Arcidiacono, Legislative Representative, Public Safety
Caroline Cirrincione, Legislative Representative, Community Services
Damon Conklin, Legislative Representative, Transportation, Communications and Public Works
Derek Dolfie, Legislative Representative , Environmental Quality
Johnnie Piñ a, Legislative Representative , Governance, Transparency, and Labor Relations
Nicolas Romo, Legislative Representative, Revenue and Taxation

Cal Cities News Conference

11:30 a.m.-12:15 p.m.

City leaders will gather at the Capitol and urge lawmakers to draw on the state's historic surplus for new housing programs, organic waste recycling, and unfunded mandates.

Lunch on Your Own

12:15-2:00 p.m.

Cities' Role in Modernizing California's Behavioral Health Continuum

2:00-3:30 p.m.

Listen to insight from legislative leaders on how cities can support counties in ensuring access to behavioral health services for all Californians. This discussion will focus on modernizing California's behavioral health system to support unsheltered individuals in receiving housing, treatment, and care.

Moderator
Porsche Middleton, Mayor, Citrus Heights

Speakers
Karen Goh, Mayor, Bakersfield
Toby Ewing, Executive Director, Mental Health Services Oversight and Accountability Commission
Thomas Umberg, Senator, 34th District

Planning for the Communities of Tomorrow: The Intersection of Land Use and State Climate Goals

3:45-5:00 p.m.

Join us for a discussion on the future of land-use planning and meeting our state climate goals in California cities. Listen to insight from state legislators and councils of governments on how they think cities can balance the need for more housing, while also reducing greenhouse gas emissions.

Moderator
Cheryl Viegas Walker, Immediate Past President, League of California Cities and Council Member, El Centro

Speaker
Dave Cortese, Senator, 15th District
Laura Friedman, Assembly Member, 43rd District
Kacey Lizon, Deputy Executive Director for Planning and Programs, Sacramento Area Council of Governments

Legislative Reception sponsored by League Partners

5:30-7:00 p.m.

After a full day of lobbying and education, relax and enjoy some light hors d'oeuvers and refreshments while networking with your colleagues.

Thursday, May 12 →

Registration Open

7:30 a.m.-4:30 p.m.

Networking Breakfast

7:30-8:15 a.m.

General Session

8:30-10:00 a.m.

Critical Communication Skills for City Leaders
City leaders who strengthen their communication skills will positively impact their ability to influence public perception while retaining and

motivating their teams. Discover tips to strengthen your presentation and communication skills with fellow council members, city staff, and the community. Learn to hold teams accountable and how to use communication methods that prevent division. Leave the session with the tools to provide engaging, dynamic, and persuasive presentations and connect with any audience.

Welcoming Remarks
Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek
John Minto, President, Mayors and Council Members Department, League of California Cities and Mayor, Santee

Keynote Speaker
Tracy Miller, CEO TM Consulting, Communications Coach, Retired Senior Assistant District Attorney

Concurrent Educational Sessions

10:15-11:30 a.m.

How Cities Can Fix Dangerous Properties and Increase Revenue
Almost every city has abandoned, fire-damaged, or otherwise dilapidated properties. However, a solution for these longstanding dilapidated properties exists under California Health and Safety Code (HSC) §§ 17980.6 and 17980.7. This presentation will explain how cities can utilize the receivership remedy to abate dangerous properties and simultaneously generate revenue.

Speakers
Ryan Griffith, Attorney and Associate Receiver, Bay Area

Receivership Group
Amanda Pope, Senior Counsel and Director of City Receiverships, Jones & Mayer

Finding Successors – Finding Future Leaders in your City Staff
As cities struggle to retain employees, an even bigger challenge is attracting and retaining city managers and city attorneys that can provide stability and leadership to a city despite the political landscape. Learn about the process of training city employees for the overall sake of the city management profession, as well as the development of a strong reputation and character of their city.

Moderator
Karen Pinkos, City Manager, El Cerrito

Speakers
Damien Arrula, City Administrator, Placentia
Timothy Davis, Attorney, Burke, Williams & Sorensen, LLP
Rhonda Shader, Mayor, Placentia

Networking Lunch

11:30 a.m.-12:30 p.m.

Concurrent Educational Sessions

12:45-2:00 p.m.

Emerging Issues and Cutting-Edge Solutions for Challenges Facing California Cities
California's economic landscape creates a need for well-planned growth, sustainability practices, and innovative service delivery methods to navigate challenges and embrace opportunities. For the past two years, the city of Merced has accomplished its annual work plan to

further the council's goals and priorities by leveraging resources through strategic collaboration with residents, community partners, and organizers. In this facilitated discussion, participants will consider three commonly shared challenges and share their own experiences. Discussion items will include engaging productively with community organizers, balancing the need for free enterprise and affordable housing, and encouraging social cohesion.

Facilitators
Stephanie Dietz, City Manager, Merced
Matthew Serratto, Mayor, Merced

Lessons Learned in the Recovery After the Camp Fire
On Nov. 8, 2018, the Camp Fire destroyed most of the Town of Paradise. Three years later, the Town is in the process of rebuilding a more resilient community. The Town has hit many roadblocks, creating hurdles in the recovery process throughout this time. This presentation will cover the recovery process and lessons learned while looking to the future at the obstacles still affecting the Town's recovery.

Speakers
Steve Crowder, Mayor, Paradise
Colette Curtis, Recovery and Economic Development Director, Paradise
Kevin Phillips, Town Manager, Paradise

Concurrent Educational Sessions

2:15-3:30 p.m.

Food for Thought: Ingredients for a Vital Downtown in a Post Covid Digital World
Downtown areas are at a crossroads, as consumer spending patterns

and private investment shift in a post-COVID world, presenting challenges and opportunities for a new and vital future. Cities must understand new economic development platforms to generate revenues and foster economic growth. This includes accelerating the use of value capture tools, such as tax increment districts like EIFDs/CRIAs, to generate fiscal upside. Cities can also strategically use zoning and entitlements as “currency” in a digital world, capturing value in the shift from retail to residential/industrial and the reimagination of regional retail centers and corridors. Learn the components of new tools that can enhance revenue capture and reset a community’s economic future.

Moderator
Blanca Pacheco, Second Vice President, Mayors and Council Members Department and Mayor, Downey

Speaker
Larry Kosmont, Chairman and CEO, Kosmont Companies
Damien Arrula, City Administrator, Placentia

Foundations of an Equitable and Inclusive Community
Participants will be guided through a series of motivational concepts and exploration of how their personal values, and the values related to their work as public servants, lead to a vision for their cities as truly inclusive communities. This research-based and human-centered approach will leave participants inspired and equipped with the foundational elements for creating equity and inclusion within your cities. Learn how everyday behaviors and community interactions of mayors and councilmembers are tied to a true and clear vision of equity. Community leaders will learn to create the human connection and mindfulness that will foster equitable outcomes for those we serve.

Speaker
Berké Brown, Partner, Fogbreak Justice

Concurrent Educational Sessions

3:45-5:00 p.m.

Intergenerational Collaboration and the Next Generation of City Leadership
In this session, participants will explore core values and motivations for entering public service all while learning how to leverage our different generational perspectives. Speakers will discuss how to confront complex local government challenges, and how crossing multigenerational bridges can best serve communities.

Moderator
Tessa Rudnick, Council Member, El Cerrito

Speakers
Eli Hill, Council Member, San Rafael
Devin Murphy, Mayor Pro Tem, Pinole
Rita Xavier, Mayor, San Pablo

Water Quality Solutions for your Community: The True Source Control Story
As local communities struggle to comply with stormwater permits, this session will focus on water quality, stormwater challenges and solutions, and how True Source Control may ultimately offer the most effective and economical approach to the elimination of many pollutants that impair local waterways.

Moderator
Derek Dolfie, Legislative Representative, Environmental Quality, League of California Cities

Speakers
Karen Cowan, Executive Director, California Stormwater Quality Association
Dorene D'Adamo, Vice Chair, State Water Resources Control Board
Vicki Kalkirtz, Senior Planner, San Diego

Friday, May 13 →

Registration Open

7:45 a.m.-noon

Networking Breakfast

7:45-8:45 a.m.

Concurrent Educational Sessions

9:00-10:15 a.m.

Build It, They Will Come: Creating an Excellent Workplace Culture
Some of the biggest challenges facing executives, include creating a culture that attracts the best employees while simultaneously retaining and rewarding them. The next generation of leaders view organizational culture as one of the most crucial factors in working for and staying with a company. In this presentation, participants will be inspired to recognize the powerful differentiator of organizational culture for local governments, the seven layers of culture, and how to influence positive change at each level with practical and tactical solutions to build thriving workplace cultures.

Speaker
Dr. Maria Church, CEO, Government Leadership Solutions

Land Use and Zoning - Who is Making the Decisions?
For the last several years, the amount of housing legislation has increased, while the affordability gap continues to widen. Despite the flurry of new regulations, the trend of more expensive housing doesn't seem to be slowing. Seemingly, a constant with the laws is an erosion of your ability to make decisions on new housing projects. You are frustrated, the public is frightened, and developers are often confused. Despite appearances, all is not lost. There are still ways you can guide development and make sure what is built fits your community. This session will focus on practical solutions and methods of using your General Plan, zoning, and even CEQA to ensure that new developments suit your community.

Moderator
Lori Ogorchock, Immediate Past President and Department Director, Mayors and Council Members Department and Council Member, Antioch

Speakers
Eric Nelson, Planning Commissioner, Dana Point
Mark Teague, Managing Principal – Environmental Services, Placeworks

Closing General Session

10:30 a.m.-noon

Stop Shoulding Yourself: Strategies for High Performers
Are you too busy to take care of yourself? Too busy to be a mentor? Too busy to sleep? Too busy to be attending this session right now? Then this is exactly where you should be. This session is geared towards high performers leading busy, hectic lives, but who sense there's something "more" they could be doing with their days. Leaning on the idea of

incorporating “micro strategies” for building capacity, or improving success and satisfaction, attendees will receive practical training for making courageous changes along with strategies for leveling up their careers and personal lives through authenticity and alignment.

Closing Remarks
Cindy Silva, President, League of California Cities and Mayor Pro Tem, Walnut Creek
Susannah Meyer, First Vice President, Mayors and Council Members Department, League of California Cities and Council Member, Brentwood

Keynote Speaker
Nicole Lance, CEO, Nicole Lance Coaching

Adjourn

Noon

Schedule subject to change

2022 Summit Session Materials

- **Build It, They Will Come (/docs/default-source/city-leaders-summit-session-materials/build-it-they-will-come.pdf?sfvrsn=2e8cec2b_3)**
- **(/docs/default-source/city-leaders-summit-session-materials/cal-cities-leg-priorities.pdf?sfvrsn=d18983c4_6) Cal Cities Legislative Priorities**

Briefing Materials (/docs/default-source/city-leaders-summit-session-materials/cal-cities-leg-priorities.pdf?sfvrsn=d18983c4_6)

- (/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3)

(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3)

(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3)

Critical Communication Skills for City Leaders - Handout (/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3)

- (/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---slides.pdf?sfvrsn=3b3f1d61_3) Critical Communication Skills for City Leaders - PowerPoint Slides (/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---slides.pdf?sfvrsn=3b3f1d61_3)

(/docs/default-source/city-leaders-summit-session-materials/critical-communication-skills-for-city-leaders---handouts.pdf?sfvrsn=247db0a8_3)

- Emerging Issues and Cutting-Edge Solutions for Challenges Facing California Cities (/docs/default-source/city-leaders-summit-session-materials/emerging-issues-and-cutting-edge-solutions-for-challenges-facing-california-cities.pdf?sfvrsn=9fedd349_3)
- Finding Successors – Finding Future Leaders in your City Staff (/docs/default-source/city-leaders-summit-session-materials/finding-successors-finding-future-leaders-in-your-city-staff.pdf?sfvrsn=f1ee80a5_6)
- (/docs/default-source/city-leaders-summit-session-materials/foundations-of-an-equitable-and-inclusive-community.pdf?sfvrsn=1bab7ee6_3) Foundations of an Equitable and Inclusive Community (/docs/default-source/city-leaders-summit-session-materials/foundations-of-an-equitable-and-inclusive-community.pdf?sfvrsn=1bab7ee6_3)

- (/docs/default-source/city-leaders-summit-session-materials/food-for-thought--ingredients-for-a-vital-downtown-in-a-post-covid-digital-world.pdf?sfvrsn=73f4b398_3) Food for Thought- Ingredients for a Vital Downtown in a Post Covid Digital World (/docs/default-source/city-leaders-summit-session-materials/food-for-thought--ingredients-for-a-vital-downtown-in-a-post-covid-digital-world.pdf?sfvrsn=73f4b398_3)
- How Cities Can Fix Dangerous Properties and Increase Revenue (/docs/default-source/city-leaders-summit-session-materials/how-cities-can-fix-dangerous-properties-and-increase-revenue.pdf?sfvrsn=a29055b2_3)
- (/docs/default-source/city-leaders-summit-session-materials/land-use-and-zoning-who-is-making-the-decisions.pdf?sfvrsn=1a91209c_3) Land Use and Zoning – Who Is Making the Decisions? (/docs/default-source/city-leaders-summit-session-materials/land-use-and-zoning-who-is-making-the-decisions.pdf?sfvrsn=1a91209c_3)
- Lessons Learned in the Recovery After the Camp Fire (/docs/default-source/city-leaders-summit-session-materials/lessons-learned-in-the-recovery-after-the-camp-fire.pdf?sfvrsn=d6f3d8c8_3)
- (/docs/default-source/city-leaders-summit-session-materials/stop-shoulding-yourself.pdf?sfvrsn=649b23cb_3) Stop Shoulding Yourself (/docs/default-source/city-leaders-summit-session-materials/stop-shoulding-yourself.pdf?sfvrsn=649b23cb_3)
- (/docs/default-source/city-leaders-summit-session-materials/water-quality-solutions-for-your-community--the-true-source-control-story.pdf?sfvrsn=a19a0323_3) Water Quality Solutions for Your Community- The True Source Control Story (/docs/default-source/city-leaders-summit-session-materials/water-quality-solutions-for-your-community--the-true-source-control-story.pdf?sfvrsn=a19a0323_3)

Speaker Center

In the Speaker Center, you can find resources for all speaker-related details including deadlines, audiovisual requests, presentation submission directions, panelist agreements, and key event contacts.

Agreements and Presentation Submissions →

Below are key presenter deadlines and a link to the Speakers Agreement. Please read and complete the required fields to acknowledge your acceptance of the League of California Cities' presenter guidelines. Providing your digital signature allows Cal Cities to move forward in planning and promoting your session, as well as publish your name and affiliation on our website and in marketing materials. Your contact information will remain strictly confidential.

Should you have any questions, please contact the **education department (mailto:education@calcities.org)** .

Important deadlines

March 14: Complete the **(https://www.cacities.org/Education-Events/Planning-Commissioners-Academy/Speaker-Center/Speakers-Agreement) Speakers Agreement (https://www.cacities.org/CLSspeakersAgreement)** and note any specific audiovisual requests. On the day of their presentation, speakers are provided a one-day complimentary registration (not including meals or special events), which needs to be completed via the form. If you would like to register for additional conference days or activities, please contact **Megan Dunn (mailto:mdunn@calcities.org) .**

By March 29: Submit your final presentation to Cal Cities via the **(https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission) presentation submission page (https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission)** .

April 21: Discounted hotel rate cut off. Once you **(https://www.eventsquid.com/register/19576%22%20/t%20%22_blank%22%20HYPERLINK%20%22https://www.eventsquid.com/register/19018%22%20/t%20%22_blank) register for the conference (https://www.eventsquid.com/register/19576%22%20/t%20%22_blank%22%20HYPERLINK%20%22https://www.eventsquid.com/register/19018%22%20/t%20%22_blank)** , you will be prompted to book a hotel room.

April 5: Deadline for advanced conference registration.

Now-April: To ensure each speaker is comfortable with their responsibilities during the presentation, please hold at least one conference call with all of the panelists in your session. The session planning chair, typically the person who submitted the proposal for the conference, is responsible for connecting with the other speakers to hold a session planning call.

- **(https://www.cacities.org/CLSspeakersAgreement) Speakers Agreement (https://www.cacities.org/CLSspeakersAgreement)**
- **Presentation Submission (https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission)**

Presentation Guidelines →

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Studies show that adults learn best when they are actively

involved in the process rather than passively listening or watching. Most attendees are knowledgeable about the subject, and therefore are interested in hearing what others know and what their experiences have been. Accordingly, we urge you to plan your presentation with these suggestions in mind.

The most common complaints on session evaluations from prior seminars are:

- "The presentation was a 'sales' pitch for a particular product or service."
- "I couldn't read the slides."
- "One speaker took so much time that the others were not able to give their full presentations."
- "I'd like more practical knowledge."

Please consider the following as you prepare for your presentation:

- Relevant content for experienced audiences that stretches thinking and provides new approaches.
- Content that is delivered in an engaging way and draws on the experience of the attendees.
- Examples and case studies of real success (and successful failures).
- Try to add stories, anecdotes, testimonials, or demonstrations that emphasize your point. We all remember a good story, and thus more easily the lesson with it.
- Provide tools and information that the audience can implement.
- If there are other speakers in your session, coordinate with them in advance to decide your speaking order and ensure that all presentations fit into the assigned time allotment. If you do not have the contact information for your co-presenters, please contact us at **education@calcities.org (mailto:education@calcities.org)** .
- Selling from the podium creates conflict of interest problems. Cal Cities educational sessions should never be an advertisement. Therefore, presentations may not include any commercialism for specific products or consulting services.

Submitting Your Session Materials

Presentation materials are an important element of Cal Cities educational programs. Please **submit your presentation (https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission)** in either a Microsoft-friendly format or as a .pdf file no later than **Wednesday, March 29**.

It is Cal Cities' goal to make a positive impact on the environment by integrating environmental considerations into all seminars. Some things to keep in mind are:

- When naming your session materials, please use your session title. For example: "YourSessionTitle"
- If your session group has created multiple presentations, please combine all presentations into one document before submitting to us, in the order the presenters are speaking.

Please contact the **education department (mailto:education@calcities.org)** with any questions, concerns, or assistance needs you may have. **(https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission)**

Submit your presentation here (https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission) . (https://www.cacities.org/Education-Events/City-Leaders-Summit/Speaker-Center/Presentation-Submission)

Session Layout and Structure →

The League of California Cities encourages our presenters to use the most engaging educational platform possible when speaking at the City Leaders Summit. We recognize that each session has a unique format and

presentation style based on the preferences of the speaker(s) and content being presented, but the following three examples are provided as a general guideline in planning your session.

Panel Discussions: 75 minutes, with up to 3 speakers
Moderator (5 minutes)

- Welcome
- Frame session
- Introduce speakers

Speaker(s) #1, #2 and #3 (20 minutes)

- Summary of relevant experience
- Learning objectives
- Core session content
- Summary of key points

Presider (10 minutes)

- Facilitate Q&A
- Final comments

Panel Discussions: 75 minutes, 1 speaker
Presider (5 minutes)

- Welcome
- Frame session
- Introduce speaker

Speaker #1 (60 minutes)

- Summary of relevant experience
- Learning objectives
- Core session content
- Summary of key points

Presider (10 minutes)

- Facilitate Q&A
- Final comments

Speed Sessions: (20 minutes)

Speaker #1 (15 minutes)

- Self-introduction
- Frame session
- Fun and engaging presentation

Final thoughts (5 minutes)

- Facilitate Q&A
- Final Comments

As a reminder, sessions may not include any product/service demonstrations or commercial presentations for specific products or consulting services. Please contact the **education department (mailto:education@calcities.org)** with any questions, concerns or assistance needs you may have.

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200
F: (916) 658-8240

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: February 21, 2023

SUBJECT: Approval of Travel and Training Expenses Exceeding $500.00 for Executive Assistant I to attend the California Association for Coordinated Transportation (CALACT) Spring 2023 Conference on April 17 – 20, 2023, in Olympic Valley, CA.

Recommendation:
Staff recommends the City Council:

1) Approval of Travel and Training Expenses Exceeding $500.00 for Executive Assistant II to attend the California Association for Coordinated Transportation (CALACT) Spring 2023 Conference on April 17 – 20, 2023, in Olympic Valley, California; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
Administrative Manager/City Clerk Maria O. Martinez is requesting the Executive Assistant I, Monica Flores, to attend the California Association for Coordinated Transportation (CALACT) Spring 2023 on April 17 – 20, 2023, in Olympic Valley, California.

The CALACT represents transit agencies throughout California and beyond, providing support and advocacy to help agencies serve their riders more effectively. The

conference consists of several sessions that focus on current trends, issues, and challenges.

The CALACT Conference would offer staff the opportunity to network with other professionals in the Transportation industry and provide opportunities to understand innovative methods to address various transportation issues.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to $500.00 per trip.

As a result, the City Council will need to approve the travel requested by Executive Assistant II as the expenses for the cost of the trip will exceed $500.00.

Fiscal Impact:
The estimated cost of the travel will not exceed $2,000. This expense is covered in the Adopted FY 22/23 Budget. No budget action is needed with approval of this item.

Attachments:
1. Conference Information

2023 Spring Conference and Expo

The 2023 CALACT Spring Conference & Expo will be held at the **Resort at Squaw Creek** located at 400 Squaw Creek Road in Olympic Valley (Lake Tahoe/Truckee) April 17-20th, 2023. Room rates start at $174+taxes and fees per night.

REGISTRATION

Vendor Prospectus

Exhibitor Kit

Password: 2023calact

Conference Schedule

The Call for Proposals for the 2023 CALACT Spring Conference & Expo closed February 6, 2023. Proposers will be notified of session status in March 2023. We look forward to accepting proposals for the 2023 Autumn Conference & Expo in May 2023.

Transportation between the Reno-Tahoe International Airport and the Resort at Squaw Creek is available on the North Lake Tahoe Express Airport Shuttle. Use

code CALACT23 when booking.

Thank You To Our Sponsors

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Lightning eMotors

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Paratransit Services

RATP DEV

RO Bus Sales

Q'Straint

Davey Coach Sales

ABOUT US

Our Work

Board

Staff

Membership
History

ADVOCACY

Legislative Program
Federal Regulations

CONFERENCES

2023 Spring Conference and Expo
General Info

PROGRAMS

RTAP
CALACT/MBTA Purchasing Cooperative
Education and Training

RESOURCES

Webinars
CALACT Resource Library

The California Association for Coordinated Transportation (CALACT) represents transit agencies throughout California and beyond, providing support and advocacy to help agencies serve their riders more effectively.

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CALACT 2023 Spring Conference & Expo Agenda
Olympic Valley, CA

Monday, April 17th	
12:00 PM – 5:00 PM	Pre-Conference Workshops
12:00 PM – 5:00 PM	Golf Outing – Tentative
1:00 PM – 3:00 PM	RTAP Advisory Committee Meeting
3:00 PM – 5:00 PM	Registration Open

Tuesday, April 18th	
7:30 AM – 12:00 PM; 1:00 PM – 5:00 PM	Registration Open
7:30 AM – 8:30 AM	Breakfast
8:30 AM – 10:00 AM	Welcome Session & Keynote Address
10:00 AM – 11:30 AM	Breakout I
10:00 AM – 11:30 AM	Breakout I
10:00 AM – 11:30 AM	Breakout I
10:00 AM – 11:30 AM	Breakout I
11:30 AM – 1:00 PM	Annual Awards Luncheon
1:00 PM – 2:30 PM	Breakout II
1:00 PM – 2:30 PM	Breakout II
1:00 PM – 2:30 PM	Breakout II
1:00 PM – 2:30 PM	Breakout II
2:30 PM – 2:45 PM	Break
2:45 PM – 4:15 PM	Breakout III
2:45 PM – 4:15 PM	Breakout III
2:45 PM – 4:15 PM	Breakout III
2:45 PM – 4:15 PM	Breakout III
3:00 PM – 6:00 PM	Exhibitor Move-in
4:15 PM – 4:30 PM	Break
4:30 PM – 6:00 PM	Breakout IV

4:30 PM – 6:00 PM	Breakout IV
4:30 PM – 6:00 PM	Breakout IV
4:30 PM – 6:00 PM	Breakout IV
6:00 PM – 7:30 PM	Expo Reception

Wednesday, April 19th

7:30 AM – 12:00 PM; 2:00 PM – 5:00 PM	Registration Open
7:30 AM – 8:30 AM	Breakfast
8:00 AM – 9:30 AM	Breakout V
8:00 AM – 9:30 AM	Breakout V
8:00 AM – 9:30 AM	Breakout V
8:00 AM – 9:30 AM	Breakout V
9:30 AM – 11:00 AM	Breakout VI
9:30 AM – 11:00 AM	Breakout VI
9:30 AM – 11:00 AM	Breakout VI
9:30 AM – 11:00 AM	Breakout VI
11:00 AM – 2:30 PM	Bus Show Displays Open
12:00 PM – 1:00 PM	Bus Show Luncheon
2:30 PM – 5:30 PM	Expo
6:30 PM – 10:30 PM	Evening Event

Thursday, April 20th

8:30 AM – 10:00 AM	Registration Open
8:30 AM – 9:30 AM	Breakfast
9:30 AM – 11:30 AM	Plenary: **State & Federal Programs Update**
11:30 AM	**Conference Concludes**

CALACT 2023 Spring Conference & EXPO Registration

Do you have a CalACT.org account?

Please note: If your organization is a member of CalACT but you do not have a username or password, please **contact CalACT at (916) 920-8018 for assistance before registering** for this event to avoid paying non-member rates.

Yes, I have a username and password.

No, and I'm not a member.

	Through Mar. 3		After Mar. 3	
Conference Pricing	Member	Non-Member	Member	Non-Member
Full Conference (per person)	$585	$685	$635	$735
Daily Conference (per person/day)	$290	$350	$315	$385
Guest Meals (per person, full conference)	$480	$480	$480	$480
Guest Meals (per person/day)	$225	$225	$225	$225
Evening Event (per person)	$40	$40	$40	$40
	Through Mar. 3		After Mar. 3	
Exhibitor Pricing	Member	Non-Member	Member	Non-Member
Exhibitor Option 1 (includes conference registration for one person, one booth, and one $50 raffle)	$1840	$2440	$1840	$2440
Exhibitor Option 2 (includes one booth, one vehicle space, one registration, and one $50 raffle)	$2750	$3350	$2750	$3350
Each additional vehicle space	$1250	$1850	$1250	$1850

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: February 21, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 per trip for the City Clerk to attend the City Clerks of California Annual Conference on April 11 – 14, 2023, in Palm Springs, California.

Recommendation:
Staff recommends the City Council:

1) Approval of Travel Expenses Exceeding $500.00 per trip for the City Clerk to attend the City Clerks of California Annual Conference on April 11 – 14, 2023, in Palm Springs, California, and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This training will update the City Clerk on records management, boards and commissions, legislative changes from the pandemic, and redistricting. The training will expand Staff knowledge on a wide range of topics relevant to their roles within the city.

The cost of the conference, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to $500.00 per trip. As a result, the City Council must approve the travel request as the expenses for the cost of this trip will exceed $500.00.

Fiscal Impact:
It is estimated that the cost of this training will not exceed $1500.00, including the conference and travel expenses. The training cost is contained in the adopted FY 2021-2022 Budget; no budget action is required.

Attachments:
1. Training Information

2023 CCAC ANNUAL CONFERENCE

BUILD BACK BETTER

CCAC

BUILDING ON SUCCESS

EST. 1977

APRIL 11-14, 2023 | PALM SPRINGS

Renaissance Palm Springs Hotel

PRELIMINARY AGENDA

SUBJECT TO CHANGE

CCAC

City Clerks Association of California presents the
2023 Annual Conference
Build Back Better - Building on Success
April 11-14, 2023
Renaissance Palm Springs Hotel
888 Tahquitz Canyon Way
Palm Springs, CA 92262

2023 CCAC ANNUAL CONFERENCE
BUILD BACK BETTER
BUILDING ON SUCCESS
APRIL 11-14, 2023 | PALM SPRINGS
CCAC
EST. 1977

Conference Information
The City Clerks Association of California is pleased to present the 2023 Annual Conference. This conference is designed to educate clerks on the emerging trends in the industry; as well as provide networking opportunities among clerks and industry partners. **3 IIMC Points are Pending Approval for the Conference.**

Registration Information
Members: $500
Non-Members: $625

Conference Add on options:

- Athenian Dialogue: $75 – This session will be capped at 30 attendees
- Advanced Academy: $75 - This session will be capped at 30 attendees
- All Conference Event and Oscars: $75 - This event will be capped at 100 attendees
- Annual President's Banquet and Award Ceremony Guest Ticket: $125 *(The Banquet is included in each full conference registration)*

Attendees required to pay for social events separately can contact the CCAC office at staff@californiacityclerks.org for assistance.

Cancellation Policy:
Cancellation more than 30 days before an event, a full refund minus a 25% administrative fee will be provided. Cancellation 15 days before an event, a 50% refund minus a 25% administrative fee will be provided. No refunds will be given for cancellations received within 14 days of an event or after the event.

Hotel Information:
Renaissance Palm Springs Hotel
888 Tahquitz Canyon Way
Palm Springs, CA 92262

Discounted Rate: $189
Deadline to Book: March 13, 2023

Click Here To Book

Additional Considerations:

- The registration fee includes a continental breakfast each day, lunch on Tuesday (Pre-Conference Attendees only), Wednesday and Thursday; and dinner on Thursday.
- Conference dress attire is casual. It is recommended that you have a jacket or sweater, as meeting rooms are kept at a cool temperature.
- Attendees requiring ADA accommodations should contact Elizabeth Cardwell (ecardwell@californiacityclerks.org) to ensure that appropriate arrangements are made prior to the event.

Conference Agenda - *Subject to Change*

Tuesday, April 11, 2023

8:00AM - 3:00PM Registration

9:00AM - 4:00PM Pre-Conference Concurrent Sessions

Athenian Dialogue

"The Light We Carry: Overcoming in Uncertain Times" by Michelle Obama - Facilitated by Randi Johl-Olson, J.D., MMC (3 CMC/MMC points)

"There may be no tidy solutions or pithy answers to life's big challenges, but Michelle Obama believes that we can all locate and lean on a set of tools to help us better navigate change and remain steady within flux. In The Light We Carry, she opens a frank and honest dialogue with readers, considering the questions many of us wrestle with: How do we build enduring and honest relationships? How can we discover strength and community inside our differences? What tools do we use to address feelings of self-doubt or helplessness? What do we do when it all starts to feel like too much?" - #1 New York Times and USA Today Bestseller

The last few years have been full of challenges – personal and professional. Our communities have struggled from a health, financial and social perspective. Yet we're still here and we're still serving. The key now is to go beyond mere survival and resilience into a thriving state of mind. We have tools at our disposable to achieve success. We simply need to be intentional in implementation. This dialogue will help us achieve and sustain a thriving state of mind, both in our personal and professional lives, so that we can continue serving our communities well into the future despite the challenges that are sure to come.

Participants who complete a learning assessment are eligible to obtain points towards their CMC and MMC certification.

Advanced Academy

Registration Deadline for the Advanced Academy: March 17, 2023

Strengths-Based Leadership - Presented by Jim Uhl, Breaking the Chain (3 MMC points)

All attendees must complete the online assessment no later than March 28th. Attendees will be provided with a link and code to access the assessment the week of March 20th.

You can't afford to not know your strengths and the strengths of your team. The costs are far too high!
Far too many teams are infected with employee disengagement and it costs billions of dollars. Even worse, and overtime, disengagement leaves everyone feeling frustrated, unfulfilled, unhealthy, depressed, and hopeless.

The single most important thing in your organization is the team. Teams are the place where:

- The real work in the organization gets done
- Strong relationships are built so work can get done
- The best ideas emerge so work can get done.

The proven pathway to high team performance and the antidote to employee disengagement is focusing on individual and team STRENGTHS.

Employees who play to their strengths are:

- Six times more likely to be engaged
- Have only a 1% chance of being disengaged
- Live an average of 10 years longer
- Make $12K more per year
- More fulfilled and satisfied in the workplace

During this course, Gallup Certified Strengths Coach, Jim Uhl, will show you the uniqueness of each of your 34 Clifton Strengths Talent Themes and provide you strategies toward:

- Aiming your strengths toward your personal and professional goals
- Using your strengths to build a strong, healthy, and engaged team
- Using your strengths to deliver a killer job interview

Wednesday, April 12, 2023

8:30AM -4:00PM **Registration**

8:30 - 9:30AM **Continental Breakfast with the Exhibitors!**

9:30AM - 12:00PM **President's Opening Remarks and Keynote "Stop Being Nice"**- Jim Uhl, Breaking the Chain Consulting

The single most important thing in any organization is the team. However, research indicates most teams are unhealthy and disengaged. What's the culprit causing this team unhealthiness? Being nice to one another.

This sounds controversial - even contradictory, but this presentation will cause you to rethink what it really means to be nice. Being nice can be the polite thing to do, but it also contributes to and tolerates many of our social and workplace miseries. We are needlessly suffering in our societies, our organizations, among our teams, and within our homes because we have muddied the waters of life with the incomplete lies of niceties. Nice erodes the very fabric of what makes us noble, honorable, transcendent, and true. This presentation will challenge and forever change how you think about interacting with one another, both as a leader and as a teammate

12:00 - 1:30PM **Annual Recognition Lunch**

Recognition of New Certified Municipal Clerks and Master Municipal Clerks and Updates from IIMC Region IX State Presidents (Alaska, Oregon & Washington)

1:30 - 3:15PM | **Concurrent Breakouts**

Finding the Leader in You - Presented by Camilla G. Pitman, MMC, Certified PLS

"I'm not a leader; I'm just a clerk" is one of the first comments presenter Camilla Pitman heard while encouraging a municipal clerk to participate in her first Athenian Dialogue. As a facilitator with IIMC's Athenian Leadership Society, Camilla will share the purpose of the IIMC program and will expound upon leadership concepts and principles recognized during dialogues she has facilitated that are relevant to municipal government positions. From Sully Sullenberger's focus on continuing education to Truett Cathy's desire to provide quality service to his customers and self-worth to his employees, Camilla will inspire participants to elevate their standards in leadership to a higher level.

How To Effectively Implement New Systems In Complex Organizations And Not Lose Your Mind (Like We Did) - Presented by Leslie Milton, Palo Alto City Clerk, Mahealani Ah Yun, Deputy City Clerk, Vinhloc Nguyen, Deputy City Clerk

Change is inevitable, and often a difficult process. The way things "have always been," is not how it is today. Now more than ever, new innovative technologies are needed and Clerk Teams are the key players to help our organizations understand that things will look different than they have in the past, and help bring them along through this process of change. During this session our team will share testimonial about our acquisition and implementation of a new agenda management system in an abundantly complex, highly political organization. We will exhibit techniques and strategies we learned to overcome a variety of challenges that may arise (and did) during the implementation of a new system such as how to balance project management, expectation management, change management, scale it appropriately, navigate political landmines, find project champions, and then when things don't go accordingly to your well-developed plan, overcome barriers and setbacks. We will also offer our experience dedicating resources to our implementation and planning process to ensure our team achieved success at each stage of the transition and how we became a stronger team throughout the process.

3:15 - 3:30PM **Break with the Exhibitors!**

3:30 - 5:00PM **21st Century Leadership: Preparing Yourself For the Next...** - Presented by Bill Gallardo, Brea City Manager and Jim Sadro, City of La Habra City Manager

Always be the most interesting person in the room. Now is the time to refocus on preparing yourself for the next step. When the opportunity comes, will you be ready? Leaders are working towards placing staff within their organization into opportunities for growth and development. The workplace is rapidly changing - flexible work schedules, organizational structures, work-life balance, collaborating roles, and changes in the workforce. Whatever your job title is, this opportunity brings out the best in you. This session will be a vital part of your success. Understand what leaders are looking for, develop your skills and experience, think strategically, and set yourself up with realistic goals and expectations. At the end of this session, you will have the tools to strengthen your foundation and be ready to celebrate your successes.

6:30 - 9:30PM **All Conference Event at Oscars – Enjoy an evening full of comedy and a drag show!**
Additional fee and registration required

Thursday, April 13, 2023

8:30AM - 4:00PM **Registration**

8:00 - 9:00AM **Continental Breakfast with the Exhibitors!**

9:00 - 10:30AM **Succession Planning for Future Success** - Presented by Camilla G. Pitman, MMC, Certified PLS

THE SCENARIO: After 18 years, and with little notice, the City Clerk passes away during the night. All the experience and knowledge is gone, leaving behind a Deputy Clerk with only two months training and no written directives or communications to explain the duties and responsibilities of the office. And, there is a general municipal election 30 days from that date. What does the City do? This presentation serves as a professional testimony for presenter Camilla Pitman who actually experienced this scenario and lived to tell about it. Her personal experience will provide participants with encouraging information on the importance of creating a succession plan and steps in developing and implementing the plan. Camilla will also address concerns employees have when discussing the topic of "succession planning" and share how municipal clerks can make a difference serving as mentors while leading the Clerk's Office towards a successful future.

10:30AM - 12:00PM **JEDI - Infusing a Justice, Equity, Diversity, Inclusion (JEDI) Lens into the fabric of city structure and culture** - Presented by Gail Watts, Tribesy Consulting

Engage in an experiential activity that utilizes a multi-faceted approach to understanding "community of impact." Community of Impact, looks at the effect of experiences through a community lens, rather than individual perceptions. Participants will be guided in a process in order to engage in group activities where they can learn from themselves and one another. The experience will highlight ways in which our blind spots and ways of listening impact communities. Debriefing the activity will allow participants to understand how utilizing a JEDI lens (justice, equity, diversity, inclusion) would impact decision making and lead to different behaviors and outcomes. JEDI is composed of 4 discreet and different concepts that connect to form a lens; a way of viewing all aspects of local government. A JEDI Lens is an effective tool to understanding root causes of current outcomes, intentional and unintentional practices and behaviors that are impacted by the culture and structure of local governments. Ultimately, this session will allow participants to think differently about the impact city structures and employees have on communities.

12:00 - 1:30PM **Networking Lunch and Updates from IIMC Region IX Directors and IIMC Immediate Past President**

1:30-3:00PM | **Concurrent Breakouts**

Records: Build A Better Records Information Management (RIM) Program - Presented by Wendy McLain, MLIS;

This session will outline steps for implementing or improving a RIM program in your organization. It will cover how get started with strategic planning, identifying stakeholders and team members, and establishing policies. Major program elements such as retention schedules, classification, storage, privacy, security, archiving, disposition, and legal holds will be explored. The session will conclude with suggestions for successful implementation, including training and compliance.
START: Strategic Planning, Identifying Stakeholders, Establishing A Team, Standards, Policies & Procedures
KEEP: Retention Schedule Development
ACCESS: Classification, Storage, Privacy, Security
DISPOSE: Archive vs. Destroy, Holds
IMPLEMENT: Employee Training, Compliance Audits

Initiative, Referendum, and Recall - Presented by Holly Charlety, El Cerrito City Clerk, Bonnie Bush, Santa Cruz City Clerk, and Laura Aguilar Sierra Madre Deputy City Manager/City Clerk

Initiative Petitions, Referendums and Recalls are much more common than they used to be. Join these Clerk Professionals to discuss what every clerk needs to know about how to facilitate these processes from inception to conclusion.

3:00 - 3:30PM **Break with the Exhibitors!**

3:30 - 5:00PM **Leading a Passionate and Successful Team Through Communication - Jon Barilone, Principal, Tripepi Smith**

Creating a cohesive team can be challenging. However, with a strong culture and straightforward communication, leaders can guide their teams to become more motivated and productive. Tripepi Smith Principal Jon Barilone will share his insights on how to cultivate and sustain successful teams using the key factors of communication.

6:30-10:00PM **Annual President's Banquet and Award Ceremony with Live Auction**

Join us for a dinner celebrating our community and the invaluable work of promoting the Municipal Clerk profession through education, support, and communication.

The awards celebration will honor the outstanding accomplishments of associations and industry professionals in the areas of:

- Municipal Clerk of the Year
- Assistant/Deputy Clerk of the Year
- Lifetime Achievement Award
- Innovative Program of the Year Award
- President's Awards of Distinction

Friday, April 14, 2023

8:00 - 9:30AM **Breakfast**

9:30AM - 12:00PM **See Change Clearly; Building Municipal Excellence** - Presented by Jacob Green, Author and Consultant

Best-selling author, experienced local government executive, and national leadership development expert Jacob Green will engage, inspire and energize attendees to navigate change, leverage adversity, and embrace municipal excellence.

2023 CCAC ANNUAL CONFERENCE

BUILD BACK BETTER

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APRIL 11-14, 2023 | PALM SPRINGS

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: February 21, 2023

SUBJECT: Approval of Travel Expenses Exceeding $500.00 for the City Manager to attend the ICSC Conference scheduled for May 21-23, 2023 in Las Vegas, Nevada.

Recommendation:
Staff recommends the City Council:

1) Approval of Travel Expenses Exceeding $500.00 for the City Manager to attend the ICSC Conference scheduled for May 21-23, 2023 in Las Vegas, Nevada, and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The ICSC Conference provides network opportunities with invaluable resources, connections, and industry insights and actively works together to shape public policy. Membership also entitles enrolled staff to significant (currently 50%) discounts on the cost of regional ICSC conferences and marketing events.

The requested membership and travel, in conjunction with the City's recent professional services contract with Retail Strategies, aims to introduce the City of Wasco as a viable candidate for additional shops and retailers throughout the city.

The cost of the training, hotel fees, and food per diems will exceed the Expense and Use of Public Resources Policy Limits established by City of Wasco Resolution No. 2006-2327, limiting expenses to $500.00 per trip.

Fiscal Impact:
It is extimated the cost of the travel and training of the ICSC Conference will not exceed $2,000.00. The adopted FY 2022-2023 Operating Budget contains sufficient funding to cover this expense, no budget action is required.

Attachments:

1. Conference information

ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.

Schedule At-a-Glance

(Times are subject to change)

Sunday, May 21 • Wynn

1:00 – 4:30 pm • Professional Development Workshops

4:45 – 6:00 pm • Keynote Speaker
6:00 – 8:00 pm • Opening Reception
7:00 – 8:30 pm • ICSC Global Awards Ceremony

Monday, May 22 • LVCC
8:00 am – 5:00 pm • Exhibit Hall Open
10:00 am – 4:30 pm • Sessions

Tuesday, May 23 • LVCC
8:00 am – 3:00 pm • Exhibit Hall Open
10:00 – 11:45 am • Sessions

Registration Fees*

Register at the Advance Rate (ends at 11:59 pm EST on February 20, 2023)
Member • **$795**
Non-Member • **$1,800**
Retailer Member • **$0**
Student Member • **$50**

Standard Rate (ends at 11:59 pm EST on May 20, 2023)
Member • **$975**
Non-Member • **$1,800**
Retailer Member • **$0**
Student Member • **$50**

On-site Rate (starts at 12:00 am EST on May 21, 2023)
Member • **$1,325**
Non-Member • **$1,800**
Retailer Member • **$0**
Student Member • **$50**

* All cancellations are subject to a $100 cancellation fee for members and non-members and $25 for student members. Refunds will not be given for cancellations received after **May 5, 2023**. All requests for refunds must be received by ICSC in writing.

Hotel Reservations

- In partnership with onPeak, ICSC's official hotel provider, we are offering discounted rates at select hotels.
- Notice to all ICSC Members: Please be advised that ICSC will only contact you through onPeak, our official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices.

Book Hotel

Exhibitor Information

Reserve your Booth Space today for ICSC 2023 LAS VEGAS. Become an ICSC member and take advantage of member pricing.
Questions? Contact: Logan Brodsky at lbrodsky@icsc.com, Kim Romano at kromano@icsc.com or Keith Colavito at kcolavito@icsc.com.

What's included:

- $15.50 per sq. ft (member pricing)
- 8' back and side wall drape (except island and peninsula booths)
- Gray booth carpet
- Badges (based on booth size)
- Listing in digital directory

ICSC is committed to bringing our event attendees together safely and with the proper health precautions in place but cannot guarantee that event attendees, exhibitors, vendors or other participants will not become infected with COVID, and by voluntarily attending an ICSC event, you accept and assume the risk of possible exposure or contraction of the same. Read ICSC's Event Terms and Conditions for more information and our Event FAQs for more information.

Follow us for the latest event news and updates.

About this event series

The ICSC Premier event series are our must-attend annual global gatherings of the Marketplaces Industry's networked community of dealmakers, negotiators and money makers.

Details

Questions?

For more information, please call +1 844 728 ICSC or email info@icsc.com.

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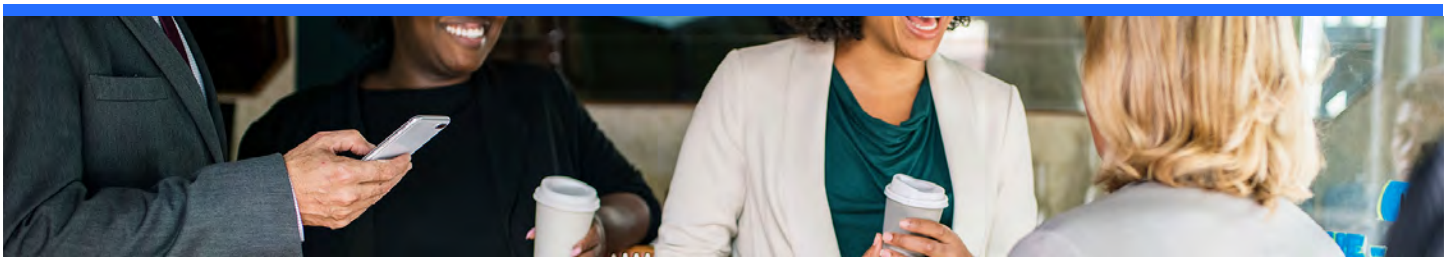

ICSC LOCAL ST. LOUIS
February 23, 2023
17057 N Outer 40 Rd
Chesterfield, Missouri, United States

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager/ Acting Community Development Director

DATE: February 21, 2023

SUBJECT: Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040.

Recommendation:
Staff recommends that the City Council

1. Adopt and waive the second reading of an Ordinance of the City of Wasco requesting to amend Table 2-6 of Municipal Code Section 17.22.070 to allow drive throughs with a conditional use permit and a request to amend the boundaries of the Historic Downtown (H-D) Combining District (Municipal Code section 17.24.040), and

2. Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305 Class 5 consist on minor alterations in land use limitations. Thus, no environmental review is required.

Environmental Review:
Find that this project is exempt under the California Environmental Quality Act of 1970 (CEQA) and State CEQA Guidelines Section 15305 Class 5 consists of minor alterations in land use limitations. Thus, no environmental review is required.

Background:
The project is a Zoning Ordinance Text Amendment Request for two amendments: Amend Table 2-6 of Section 17.22.070 'Commercial and Industrial Zone Uses', where applicant is requesting the Land Use type for 'Restaurants – Fast Food with drive-thru' to be changed from 'Use Not Allowed' to 'Conditional Use Permit' (as shown in Attachment 3) and to amend the boundaries on Section 17.24.040 'Historic Downtown (H-D) Combining District' shown on Figure 2-4 of the Municipal code (as shown in Attachment 4). Applicant is requesting that the two parcels in question, APN's 030-061-12 and 030-061-13, be removed from the Historic Downtown Combining District. Both amendments are being requested due to drive throughs not being allowed in the Central District zoning

or Historic Downtown Combining district. Applicant's parcels are on the edge of the boundaries for the Historic Downtown Combining District.
In order to allow a drive through at 727 6th Street, the following amendments are necessary:

- Amend Table 2-6 of Section 17.22.070 'Commercial and Industrial Zone Uses' changing the Land Use 'Restaurants – Fast Food with Drive- Thru' from 'Use Not Allowed' to 'Conditional Use Permit'(C); and
- Amend the boundaries on Figure 2-4 of Section 17.24.040 'Historic Downtown (H-D) Combining District' to exclude the subject property due to drive-throughs not being allowed in the H-D District.

Discussion:
On February 7, 2023 the City council introduced and waived of the First Reading by title only of an Ordinance of the City of Wasco Amending Table 2-6 of Municipal Code Section 17.22.070 and Amending Boundaries on Figure 2-4 of the Municipal Code Section 17.24.040.

On November 14, 2022, the Planning Commission held a Public Hearing, passed and adopted Resolution 2022-0006, a resolution of the Planning Commission of the City of Wasco recommending approval of Zoning Ordinance Text Amendment and Zone Change 22-01.

Fiscal Impact:
None

Attachments:
1. Updated Zoning Ordinance – Second Reading

2. Section 17.22.070, Table 2-6 Commercial and Industrial Zone Uses Land Use Table – Proposed
3. Section 17.24.040, Figure 2-4 Historic Downtown Combining District Boundaries – Proposed
4. Adopted Resolution 2022-0006 of the Planning Commission

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITTY COUNCIL OF THE CITY OF WASCO AMENDING TABLE 2-6 OF SECTION 17.22.070 COMMERCIAL AND INDUSTRIAL ZONE USES AND AMENDING THE HISTORIC DISTRICT BOUNDARIES ON FIGURE 2-4 OF SECTION 17.24.040 OF TITLE 17 ZONING OF THE CITY OF WASCO MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Wasco, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:

Section 1. Repeal.
Title 17 of the Wasco Municipal Code is hereby repealed in its entirety.

Section 2. Purpose and Authority.
The purpose of this Ordinance is to adopt the amended Table 2-6 and amended boundaries on Figure 2-4 of Title 17 of the City of Wasco Municipal Code.

Section 3. Re-enacted.
Title 17 of the Wasco Municipal Code, the Zoning Code, is hereby re-enacted and adopted to read as attached in: "Exhibit A":

SECTION 4. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3), as provided for in this Ordinance will not have a significant effect on the environment.

SECTION 5. Severability. If any section, paragraph, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is 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, paragraph, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, paragraphs, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

SECTION 7. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall post or publish this Ordinance as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 7th day of February, 2023.

-o0o-

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco on the day _____of _____, 2023, by the following votes:

I HEREBY CERTIFY that the foregoing Ordinance No. 2023 – ___ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Table 2-6. Permitted Land Uses
Commercial and Industrial Zones

	P	**Permitted Use**
	C	**Conditional Use Permit**
	T	**Temporary Use Permit**
	---	**Use Not Allowed**

Land Use Type	**Allowable Uses By District**								**Specific Use Regulations**
	C-N	**C-O**	**C-D**	**C-R**	**C-H**	**C-S**	**I-L**	**I-H**	
EATING AND DRINKING ESTABLISHMENTS									
Bars, taverns	---	---	C	C	C	C	---	---	See 17.40.040
Bars, taverns, with food service	---	---	P	P	P	P	---	---	See 17.40.040
Restaurant – Fast food	P	C	P	P	P	---	P	---	
Restaurant – Fast food with drive-through	C	---	~~--~~ C	P	P	---	P	---	See 17.40.100
Restaurant, café, coffee shop	P	C	P	P	P	P	---	---	
Restaurant – Full or limited bar service	C	---	P	P	P	P	---	---	See 17.40.040

City of Wasco Zoning Code
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DIVISION 1

Land Use Code Applicability

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17.10.010 Citation.

This title shall be known as, and may be cited and referred, to as, the "Zoning Ordinance of the City of Wasco."

17.10.020 Purposes of the zoning ordinance.

The zoning ordinance of the city of Wasco is adopted to promote and protect the public health, safety, and welfare through the orderly regulation of land uses. Its regulations are imposed to:

A. Provide the economic and social advantages resulting from an orderly planned use of land resources;

B. Guide development so that it is consistent with the city of Wasco general plan;

C. Prescribe and apply zoning districts of a number, size and location deemed necessary to carry out the purposes of the city of Wasco general plan and this title;

D. Regulate the size and use of lots, yards and other spaces;

E. Regulate the use, location, height, bulk and size of buildings and structures;

F. Regulate the intensity of land use;

G. Regulate the density in residential areas to conform with the general plan;

H. Establish requirements for off-street parking;

I. Regulate signs and billboards;

J. Maintain and enhance significant environmental resources;

K. Provide for the enforcement of the regulations of this title.

17.10.030 Applicability.

This title shall apply, to the extent permitted by law to all property in the incorporated boundaries of the city of Wasco whether owned by private individuals, firms, corporations or organizations; by the city of Wasco or its agencies, by the county of Kern or its agencies, by the state of California or its agencies or political subdivisions, by the United State or any of its agencies. Any governmental agency shall be exempt from the provisions of this chapter only to the extent that such property may not be lawfully regulated by the city of Wasco.

17.10.040 Compliance with the ordinance.

A. It is unlawful for any building or structure to be moved, erected, altered, enlarged, or rebuilt that does not strictly conform to the provisions of this chapter, except as may be otherwise authorized by Chapter 17.60 relating to nonconforming uses and standards.

B. It is unlawful for any lot, parcel, yard, open space, or land to be used for any purpose not specifically permitted by this chapter.

C. Any use not specifically permitted by the provisions of this chapter is prohibited.

D. No department, official, or employee of the city of Wasco vested with the duty or authority to issue permits or licenses for buildings, structures, or uses subject to the requirements of this chapter may or shall issue a permit or license in conflict with the provisions of this chapter; any permit or license issued in conflict with any provisions of this chapter shall become null and void from its beginning. No permit or license may or shall be issued by any department, official or employee of the city of Wasco for any building, structure; or use subject to the requirements of this chapter on a parcel of land where the department, official, or employee is aware that a violation of this title exists.

17.10.050 Relationship to other regulations and requirements.

This chapter and the provisions thereof shall amend and supersede all prior related ordinances. To the extent that any of the provisions of a previous ordinance are in conflict with the provisions of this chapter, but only to the extent and insofar as the same are in conflict therewith.

17.10.060 Legal Parcel

The use of land or the construction of a new structure shall only be permitted on parcels that have been legally created in compliance with Chapter 16, Subdivisions, and the Subdivision Map Act. Legal nonconforming parcels may be used or developed in compliance with Chapter 17.60, Nonconforming Uses and Structures.

17.10.070 Buildings under construction.

Any building or structure for which a building permit has been issued prior to the effective date of the ordinance codified in this chapter may be completed and used in accordance with the plans, specifications, and permits on which said building permit was granted, if construction is commenced within sixty days after the issuance of said permit and is diligently pursued to completion.

17.10.080 Validity.

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is for any reason declared to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have adopted this chapter and each section, subsection, paragraph, sentence, clause, or phrase, or portion thereof, irrespective of the section, that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

17.10.090 Repeals.

The repeal, amendment or modification of any prior ordinances of the city of Wasco shall not affect any pending prosecutions for violation of any ordinances repealed, amended, or modified.

DIVISION 2

Zoning Districts, Allowable Uses & Standards

Chapter 17.20 – Establishment of Zoning Districts

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17.24.010 Drilling Island Zone
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Chapter 17.20 - Establishment of Zoning Districts

Sections:

17.20.010 Zoning maps.
17.20.020 Boundaries of zoning districts.
17.20.030 Zoning districts established.
17.20.040 Range of Zoning District Restrictiveness
17.20.050 Purposes of zoning districts.
17.20.060 Purposes of Combining Districts
17.20.070 Prezoning.
17.20.080 General requirements.

17.20.010 Zoning maps.

The boundaries of the zones established by this chapter are not included in this title, but are shown on the official zoning maps available at the Wasco planning department and other information shown thereon shall be as much as part of this chapter as if the matters and information set forth on such maps were all fully described herein. Where an interpretation is required for the precise boundary of a zone district, such interpretation shall be made in conformance with Chapter 17.20.

17.20.020 Boundaries of zoning districts

Where uncertainty exists as to the official zoning maps, the following rules shall apply:

A. Where district boundaries are indicated as approximately following street, highway, and alley lines or lot lines, such lines, shall be construed as extending to the centerline of such street, highway, or alley;

B. In un-subdivided property or where a zoning district boundary divides a lot, the location of district boundary, unless specified by dimensions, shall be determined by use of the scale appearing on the map;

C. In case any uncertainty exists, the planning director shall determine the location of district boundaries;

D. Where any public street or alley is officially vacated or abandoned, the regulations applicable to abutting property shall apply to the vacated or abandoned street or alley;

E. Where any private right-of-way or easement of any railroad, railway, canal, transportation, or public utility company is vacated or abandoned, the regulations applicable to abutting property shall apply to the centerline of such vacated or abandoned property, unless said right-of-way or easement has been previously zoned.

17.20.030 Zoning districts established.

In order to classify, regulate, and restrict the uses of lands and buildings, to regulate and restrict the height, bulk and construction of buildings, to regulate the area of yards

and other open spaces around buildings, and to regulate the intensity of land use and the density of population, the following base zoning districts are hereby established:

GENERAL ZONING DISTRICTS	
Agricultural Zones	
A-E	Exclusive Agricultural Zone
A-L	Limited Agricultural Zone
Residential Zones	
R-R	Rural Residential
R-E	Residential Estate
R-1-10	Single-Family Residential 10,000 sq. ft. lot minimum
R-1-8	Single-Family Residential 8,000 sq. ft. lot minimum
R-1-6	Single-Family Residential 6,000 sq. ft. lot minimum
R-2	Medium Density Residential Zone
R-3	High Density Residential Zone
Commercial Zones	
C-N	Neighborhood Commercial Zone
C-O	Professional Office Zone
C-D	Central District
C-R	Retail Commercial Zone
C-H	Highway Commercial Zone
C-S	Service Commercial Zone
Industrial Zone	
I-L	Light Industrial Zone
I-H	Heavy Industrial Zone

SPECIAL PURPOSE DISTRICTS	
D-I	Drilling Island
P-F	Public Facilities
O-S	Recreation Open Space Zone

Every lot or parcel of land, or portion thereof, within the incorporated city of Wasco shall be classified in one of the base zoning districts established by this section. (Ord. 486 §1 (Exh. A (part)), 2003).

In addition to the base zone districts, the following combining districts are hereby established:

COMBINING DISTRICTS	
A-A	Airport Approach Combining Zone
H-D	Historic Downtown Combining Zone
P-D	Precise Development Combining Zone
C-L	Cluster Combining Zone
G-H	Geologic Hazard Combining Zone
S-P	Specific Plan Combining Zone

In addition to being classified in a base zoning district, a lot or parcel of land, or portion thereof, may be classified in one or more combining zoning districts established by this section. In such cases all building and properties shall be designed in accordance with the regulations in the base and combining zone districts. (Ord. 486 §1 (Exh. A (part)), 2003).

17.20.040 Range of Zoning District Restrictiveness

References in this ordinance to less restrictive or more restrictive zoning districts refer to the General Zoning Districts listed above. The above districts are ranked and represent a progression from the most restrictive (A-E Exclusive Agriculture) to the least restrictive (I-H Heavy Industrial) classifications. In general, a use that is permitted in one zoning district would not be permitted in a more restrictive zoning district and may not be permitted in a less restrictive zoning.

17.20.050 Purpose of Zoning Districts.

A. **Exclusive Agriculture (A-E) Zone**

The A-E zone is intended to designate areas suitable for agriculture uses and to prevent development of agricultural land to non-agricultural uses that will not be consistent with the general plan. Uses in the A-E zone are limited primarily to agricultural uses and other activities compatible with agricultural uses. This zone implements the General Plan Land Use Agriculture designation. (Ord. 486 §1 (Exh. A (part)), 2003).

B. **Limited Agricultural (A-L) Zone**

The A-L zone is intended to designate areas suitable for a combination of estate-type residential development with limited agricultural activities. This zone implements the General Plan Land Use Agriculture designation. (Ord. 486 §1 (Exh. A (part)), 2003).

C. **Rural Residential (R-R) Zone**

The R-R zone is intended to designate areas for larger lot residential development with lot sizes ranging from a minimum of twenty thousand square feet to two and one-half acres. All residential developments above one unit per acre need not be served by city sewer and water services if adequate private services can be provided. This zone implements the General Plan Land Use Estate Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

D. **Residential Estate (R-E) ZONE**

The purpose of the residential estate zone is to accommodate lots ranging in size between twelve thousand and twenty-two thousand square feet and where the overall density of an area shall be limited because of public facility, safety or aesthetic objectives. This zone implements the General Plan Land Use Estate Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

E. **Single-Family Residential (R-1-10) Zone (10,000 Square Foot Minimum Lot)**

The purpose of this zone is to designate areas which will be suitable for larger single-family homes and compatible uses. The R-1-10 zone will be characterized by the typical large lot, larger home single-family subdivision. This zone implements the General Plan Land Use Estate Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

F. **Single-Family Residential (R-1-8) Zone (8,000 Square Foot Minimum Lot)**

The purpose of this zone is to designate areas which will be suitable for conventional, single-family homes and compatible uses. The R-1-8 zone will be characterized by the typical single-family subdivision. This zone implements the General Plan Land Use Low Density Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

G. **Single-Family Residential (R-1-6) Zone (6,000 Square Foot Minimum Lot)**

The R-1-6 zone provides for a land use pattern of predominantly single-family development with a minimum lot size of six thousand square feet. This zone implements the General Plan Land Use Low Density Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

I. **Medium Density Residential (R-2) Zone**

The R-2 zone (7.6 - 15.0 dwelling units/gross acre) provides for a land use pattern characterized predominantly by small scale attached multiple-family residential developments. Areas designated as medium density residential are to be integrated throughout the community adjacent to transportation, community services and commercial developments. This zone implements the General Plan Land Use Medium Density Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

J. **High-Density Residential (R-3) Zone**

The R-3 zone (15.1-24 dwelling units/gross acre) provides for the highest residential densities permitted in the city. It is intended that R-3 development be located near major

community facilities, business centers, and streets of at least collector capacity. This zone implements the General Plan Land Use High Density Residential designation. (Ord. 486 §1 (Exh. A (part)), 2003).

K. **Neighborhood Commercial (C-N) Zone**

The C-N zone provides for a smaller cluster of commercial establishments to serve the everyday convenience goods and personal service needs of surrounding neighborhoods. The service radius of a neighborhood commercial use is generally one mile or a 15-20 minute walking distance. This zone implements the General Plan Land Use Neighborhood Commercial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

L. **Professional Office (C-O) Zone**

The C-O zone provides areas for development as administrative, financial, business, professional, or medical offices. This zone is to be applied in and adjacent to the downtown and near major medical facilities. The zone may also serve as a buffer between retail commercial and residential areas. This zone implements the General Plan Land Use Neighborhood Commercial, Professional Office, Central Business District, and Community Retail Commercial designations. (Ord. 486 §1 (Exh. A (part)), 2003).

M. **Central District (C-D) Zone**

The C-D zone provides for a mixed-use activity area in the downtown area, including retail, office, service, public, institutional, and limited residential uses. This zone implements the General Plan Land Use Central Business District designation. (Ord. 486 §1 (Exh. A (part)), 2003).

N. **Commercial Retail (C-R) Zone**

The C-R zone provides for larger clusters of commercial establishments serving community center retail including general merchandise, variety, specialty stores, larger scale retailers and uses oriented to highways in the community. This zone implements the General Plan Land Use Community Retail Commercial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

O. **Highway Commercial (C-H) Zone**

The C-H zone provides for localized concentrations of uses catering to the traveling public including service stations, hotels, restaurants, or other visitor-serving uses. This zone implements the General Plan Land Use Highway Commercial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

P. **Service Commercial (C-S) Zone**

The C-S zone provides for commercial areas for non-retail commercial. Such uses may have characteristics that require isolation or separation from residential or other commercial uses. This zone implements the General Plan Land Use Service Commercial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

Q. **Light Industrial (I-L) Zone**

The I-L zone provides for an array of warehouse, distribution, processing, light manufacturing and assembly uses. This zone implements the General Plan Land Use Light Industrial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

R. **Heavy Industrial (I-H) Zone**

The I-H zone provides for a range of activities including heavy manufacturing, wholesale distribution, storage and industrial uses including the manufacturing of finished product from raw material. This zone implements the General Plan Land Use Heavy Industrial designation. (Ord. 486 §1 (Exh. A (part)), 2003).

S. **Public Facilities (P-F) Zone**

The P-F zone designates areas owned and maintained by public or institutional agencies such as the city, schools, hospitals, and other special districts. This zone implements the General Plan Land Use Public and Institutional designation. (Ord. 486 §1 (Exh. A (part)), 2003).

T. **Parks Recreation and Open Space (O-S) Zone**

The O-S zone designates areas for permanent open spaces, parks and related facilities for parks. This zone implements the General Plan Land Use Open Space/Parks designation (Ord. 486 §1 (Exh. A (part)), 2003).

17.20.060 Purpose of Combining Districts & Special Purpose Zones

See Section 17.24

17.20.070 Pre-zoning.

The city may pre-zone unincorporated property adjoining the city. This process shall comply with Chapter 17.76 (Amendments). The zoning shall become effective upon annexation. (Ord. 486 §1 (Exh. A (part)), 2003).

17.20.080 General requirements.

A. Application. All land or structures shall be used and constructed in accordance with the regulations and requirements of the zoning ordinance including obtaining applicable permits prior to use initiation.

B. Conflicting Permits and Licenses to be Voided. All permits and licenses shall be issued in conformance with the provisions of this zoning ordinance. Any permit or license issued and in conflict with this zoning ordinance shall be null and void.

C. Minimum Requirements. When interpreting and applying the regulations of this zoning ordinance, the provisions shall be the minimum requirements, unless otherwise specified.

D. Conflict With Other Regulations.

1. Where conflicts occur between the provisions of this zoning ordinance and the building and fire codes, or other regulations of the city, the more restrictive shall apply.

2. It is not intended that this zoning ordinance shall interfere with, repeal, abrogate or annul any easement, covenant, or other agreement in effect at the time of adoption. Where this zoning ordinance imposes a greater restriction upon the use of structures or land, the provisions of this zoning ordinance shall apply.

3. Nothing contained in this zoning ordinance shall be deemed to repeal or amend any regulation of the city requiring a permit or license or both. Nor shall anything in this zoning ordinance be deemed to repeal or amend the building code of the city.

E. Language. In interpreting this zoning ordinance, the term "shall" is mandatory, and the term "may" is permissive.

F. Density and Intensity. The density and intensity limitations established in the zoning ordinance shall apply to each lot.

G. Improvements. All provisions and improvements shall be installed as required by Title 16 of the Wasco Municipal Code, the city of Wasco Subdivision Ordinance and Improvement Standards. (Ord. 486 §1 (Exh. A (part)), 2003).

Chapter 17.22 – Allowable Uses & Development Standards

Sections:

17.22.010 Establishment of an Allowable Use.
17.22.020 Intensity of Development
17.22.030 Uses Not Listed.
17.22.040 Similar Uses Allowed.
17.22.050 Agriculture, Open Space & Public Facility Zone Uses
17.22.055 Agriculture, Open Space & Public Facility Zone Development Standards.
17.22.060 Residential Zone Uses
17.22.065 Residential Zone Development Standards
17.22.070 Commercial and Industrial Zone Uses
17.22.075 Commercial and Industrial Zone Development Standards

17.22.010 Establishment of an Allowable Use.

Any one or more land uses identified by Tables 2-1, 2-3 and 2-6 as being allowable within a specific zoning district may be established on any parcel within that zoning district, subject to the planning permit requirement listed in the tables, and in compliance with all applicable requirements of this land use code.

Where a single parcel is proposed for development with two or more of the land uses listed in the tables at the same time, the overall project shall be subject to the highest permit level required by the tables for any individual use. For example, a new multi-use building proposed with a permitted use on the second floor and a use requiring use permit approval on the ground floor would require use permit approval for the entire project.

17.22.020 Intensity of Development

In order to achieve the development objectives of the General Plan and provide a range of housing development opportunities within the city, the intensity of development in any residential zoning district, measured by dwelling units per acre, shall fall within the density range designated within the Land Use Element of the General Plan (LU Element Table 3.1) for the various residential land use classifications.

17.22.030 Uses Not Listed

A land use that is not listed in Tables 2-1, 2-3 or 2-6 is not allowed within the city, except as otherwise provided in Section 17.22.040 of this chapter.

17.22.040 Similar Uses Allowed

The Planning Director may determine that a proposed use not listed in this chapter is allowable as follows:

A. Required Findings. The Planning Director may determine that a proposed use is similar to, and compatible with a listed use and may be allowed, only after first making all of the following findings:

a. The characteristics of, and activities associated with the use are similar to one or more of the listed uses in the zoning district where the use is proposed, and will not involve greater impacts than the uses listed in the district;
b. The use will be consistent with the purposes of the applicable zoning district;
c. The use will be consistent with the general plan and any applicable specific plan;
d. The use will be compatible with the other uses allowed in the district; and
e. The use is not listed as allowable in another zoning district.

A determination that a use qualifies as a "similar use" and the findings supporting the determination shall be in writing.

B. Applicable Standards and Permit Requirements. When the Planning Director determines that a proposed but unlisted use is similar to a listed use, the proposed use will be treated in the same manner as the listed use in determining where it is allowed, what permits are required, and what other standards and requirements of this land use code apply.

C. The formal process to make a similar use determination is provided in Chapter 17.52.030, Determination of Similar Use.

17.22.050 Agriculture, Open Space & Public Facility Zone Uses

The land uses allowed in each zoning district are listed in Table 2-1, together with the type of planning permit required for each use.

Allowable uses for each zone are established by letter designations as follows:

1. "P" represents permitted (allowed) uses;

2. "C" designates uses that are allowed with a Conditional Use Permit (CUP);

3. "T" designates uses that require the approval of a Temporary Use Permit (TUP); and

4. "---" designates uses that are not permitted in the zone.

TABLE 2-1 PERMITTED LAND USES: AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed				
Land Use Type	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		
AGRICULTURE USES						
Animal auction yard	C	---	---	---		
Beekeeping	P	P	---	---		
Wineries	C	---	---	---		
Cold storage/warehousing	C	---	---	---		
Commercial livestock	C	---	---	---		See 17.40.050, Animal Keeping
Community gardens	---	---	P	P		See 17.40.070, Community Gardens
Dairy products processing/packaging	C	---	---	---		
Domestic crops, for resident use	P	P	---	---		
Farmers market	---	P	P	P		
Field or orchard crops	P	P	---	P		
Fruit/vegetable broker/shipper	C	---	---	---		
Grain elevators/silos	C	---	---	---		
Greenhouses, commercial	P	P	---	---		
Horticulture specialties	P	P	---	P		
Nut processing, hulling and drying	C	---	---	---		
Produce stand – temporary	T	T	T	T		
Produce stand – permanent	C	C	---	---		
Small animals & Livestock (non-commercial)	P	P	---	---		

Zoning District Symbols	
A-E	Exclusive Agriculture
A-L	Limited Agriculture
O-S	Parks, Recreation & Open Space
P-F	Public Facilities

Notes:

1) In conjunction with primary permitted use.

TABLE 2-1 PERMITTED LAND USES: AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed				
Land Use Type	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		
INDUSTRY, MANUFACTURING, PROCESSING, WAREHOUSING						
Cold storage, refrigerated warehouse	C	---	---	---		
Cotton processing/gins	C	---	---	---		
Equipment and material storage yard	C	---	---	---		See 17.40.270, Outdoor Storage
Feed and fuel storage yard	C	---	---	---		
Food preparation & processing	C	---	---	---		
Grain, feed & flour mills	C	---	---	---		
Household hazardous waste collection	---	---	T	P		
Nut processing, hulling and drying	C	---	---	---		
Vegetable oil mills	C	---	---	---		
RECREATION & OPEN SPACE USES						
Amusement park	---	---	C	---		
Athletic playing fields	---	---	P	P		
Circus, carnivals, fairs, festivals	---	T	T	T		See MC 5.48
Community recreation facility	---	C	P	P		
Country club	---	---	P	---		
Equestrian establishment	C	C	P	---		
Golf course & driving range	---	C	P	P		
Guest ranch	C	C	---	---		
Horse stables	P	P	P	P		
Health/fitness centers, racquet clubs	---	---	P	C		
Hiking or equestrian trails (non-motorized)	C	---	P	P		
Parks/playgrounds	C	C	P	P		
Race track, auto/motorcycle/horse	---	---	C	C		
Roads/trails (motorized vehicles)	---	---	C	---		
RV park and campgrounds	---	---	C	---		
Shooting range/gun club	C	C	C	---		
Sports arena (indoor or outdoor)	---	---	P	P		
Swimming pool (public)	---	---	P	P		
Wild life/nature preserve	P	P	P	P		

Zoning District Symbols	
A-E	Exclusive Agriculture
A-L	Limited Agriculture
O-S	Parks, Recreation & Open Space
P-F	Public Facilities

Notes:

1) In conjunction with primary permitted use.

TABLE 2-1 PERMITTED LAND USES: AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed				
Land Use Type	**Allowable Uses By District**					**Specific Use Regulations**
	A-E	**A-L**	**O-S**	**P-F**		
INSTITUTIONAL & EDUCATIONAL USES						
Ambulance services/medical transport	---	---	---	P		
Animal shelter	---	---	---	P		
Art gallery	---	---	---	P		
Arts/crafts/martial arts schools	---	---	---	P		
Auditorium (public)	C	C	C	P		
Business school	---	---	---	P		
Cemetery, mausoleum, mortuary	C	C	P	P		
Charitable/public service organization	C	C	P	P		
Churches/religious institutions	C	C	---	C		
Club or lodge (public or private)	C	C	---	C		
College or university	C	---	P	P		
Community or seniors center	---	C	P	P		
Convalescent hospital	---	---	---	P		
Driving school	---	---	---	P		
Fire or police station	C	C	---	P		
Government office/building	C	C	P	P		
Hospital – general medical/surgical	---	---	---	P		
Laboratories (medical testing/diagnostic)	---	---	---	P		
Museum	---	C	P	P		
Psychiatric/substance abuse hospitals	---	---	---	C		
Rehabilitation hospitals	---	---	---	P		
Sanitarium	---	C	P	P		
Schools, private (preschool-12)	---	---	---	C		
School bus yard	---	---	---	P		
Swim school	---	---	---	P		
Trade or technical school	---	---	---	P		
Zoo	C	C	P	P		
RESIDENTIAL USES						
Daycare – licensed	---	---	---	P		**See 17.40.090, Day Care**
Farm labor housing	C	C	---	---		
Mobilehome – temporary	T	T	---	---		**See 17.40.280.B.1b**
Residential accessory structures	P[1]	P[1]	---	---		**See 17.40.020**
Single-family dwelling	P	P	---	---		

Zoning District Symbols	
A-E	**Exclusive Agriculture**
A-L	**Limited Agriculture**
O-S	**Parks, Recreation & Open Space**
P-F	**Public Facilities**

Notes: 1) In conjunction with primary permitted use.

TABLE 2-1 PERMITTED LAND USES: AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed				
Land Use Type	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		
RESOURCE MANAGEMENT USES						
Cogeneration facility	C	C	---	C		
Concrete or asphalt batch plant	C	T	---	---		
Hazardous waste collection center	---	---	---	P		
Mining & mineral extraction	C	C	---	C		See 17.44
Nonhazardous waste disposal facility	---	---	---	P		
Oil & gas exploration/production	P	P	---	C		See 17.45
Recycling facility – green waste	T	T	---	P		
Rock aggregates crushing/processing	C	---	---	P		
Solar energy field	---	---	---	P		
Transfer station (large volume)	C	---	---	P		See 17.46
Transfer station (low volume)	C	C	---	P		See 17.46
Waste to energy facility	C	C	---	C		
Wastewater treatment plant	---	---	---	P		
Water well - domestic	P	P	P	P		
Wind energy generators (on-site use)	P	---	---	P		
TRANSPORTATION, COMMUNICATION & INFRASTRUCTURE USES						
Antennas/wireless communication facilities	C	C	C	C		See 17.42
Bus station –passenger service	---	---	---	P		
Electric distribution substations	P	P	P	P		
Microwave relay station	C	C	C	C		
Parking garage (structure)	---	---	---	C		
Parking lot (stand alone)	C	C	---	P		
Public utility building or facility	C	C	P	P		
Radio, television transmitter, tower	C	C	---	---		See 17.42
Utility substation	P	---	P	P		

Zoning District Symbols	
A-E	Exclusive Agriculture
A-L	Limited Agriculture
O-S	Parks, Recreation & Open Space
P-F	Public Facilities

Notes:

1) In conjunction with primary permitted use.

TABLE 2-1 PERMITTED LAND USES: AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed				
Land Use Type	Allowable Uses By District					Specific Use Regulations
	A-E	A-L	O-S	P-F		
SERVICES						
Auditoriums	C	C	---	P		
Bed & Breakfast inns	P	---	---	---		
Bus charter	---	---	---	C		
Christmas tree lot (temporary)	T	T	---	---		See 17.40.280.B.1d
Hospital – general medical/surgical	---	---	---	P		
Timber/fire wood sales	C	---	---	---		
Theater – live performance	---	---	---	C		
ACCESSORY USES						
Cargo containers (used as storage)	T	T	T	T		See 17.40.270 & 17.40.280.B.1c
Cafeteria	---	---	---	P		
Household pets (up to 6)	P	P				See 17.90 Definitions
Kiosk vendor (fixed location)	---	---	C	C		
Public restrooms/shelters	---	---	P	P		

Zoning District Symbols	
A-E	Exclusive Agriculture
A-L	Limited Agriculture
O-S	Parks, Recreation & Open Space
P-F	Public Facilities

Notes:

1) In conjunction with primary permitted use.

17.22.055 Agriculture, Open Space & Public Facility Zone Development Standards

New structures, alterations to existing structures, and any other improvements to properties in the Agriculture, Open Space and Public Facilities zones shall be designed, constructed, and/or established in compliance with the requirements in Table 2-2, Development Standards for Agriculture, Open Space, and Public Facilities Zones.

TABLE 2-2
GENERAL DEVELOPMENT STANDARDS
AGRICULTURE, OPEN SPACE AND PUBLIC FACILITIES ZONES

Development Standard	A-E	A-L	O-S	P-F	Additional Requirements
Lot Standards					
Minimum Lot Area (acres)	40	2.5	None	None	
Maximum Density	1 du/lot	1 du/lot	NA	NA	
Minimum Setbacks					
Front	25 ft.	25 ft.	25 ft.	15 ft.	
Side – Interior	15 ft.	5 ft.	5 ft.	5 ft.	
Side – Street	15 ft.	15 ft.	10 ft.	10 ft.	
Rear	15 ft.	15 ft.	15 ft.	15 ft.	
Rear – Through Lot	25 ft.	25 ft.	25 ft.	15 ft.	
Minimum Distance Between Main Structures	10 ft.	10 ft.	10 ft.	10 ft.	
Minimum Distance Between Main & Accessory Structures	6 ft.	6 ft.	6 ft.	6 ft.	
Minimum Distance Between Residential & Livestock Structures	100 ft.	100 ft.	NA	NA	
Building Massing					
Maximum Height	35 ft.	35 ft.	None	None	
Maximum Number of Stories	3	3	None	None	
Accessory Structures					
Setbacks	None	None	None	None	
Height	30 ft.	30 ft.	30 ft.	30 ft.	
Stories	2	2	2	2	

17.22.060 Residential Zone Uses

The land uses allowed in each zoning district are listed in Table 2-3, together with the type of planning permit required for each use.

Allowable uses for each zone are established by letter designations as follows:

1. “P” represents permitted (allowed) uses;
2. “C” designates uses that are allowed with a Conditional Use Permit (CUP);
3. “T” designates uses requiring a Temporary Use Permit (TUP); and
4. “---“ designates uses that are not permitted in the zone.

TABLE 2-3 PERMITTED LAND USES: RESIDENTIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed						
Land Use Type	Allowable Uses By District							Specific Use Regulations
	R-R	R-E	R-1-10	R-1-8	R-1-6	R-2	R-3	
RESIDENTIAL USES								
Boarding or rooming house	---	---	---	---	---	---	C	
Dwellings								
Single-family dwelling	P	P	P	P	P	---	---	
Duplex	---	---	---	---	---	P	P	Must meet minimum General Plan density requirements
Multifamily	---	---	---	---	---	P	P	
Accessory Dwelling Unit (ADU)[1]	P	P	P	P	P	P	P	See 17.40.010
ADU over garage[1]	C	C	C	C	C	C	C	
Guest House[1]	P	P	P	P	P	P	P	See 17.40.120
Mobilehome	P	P	P	P	P	P	P	See 17.40.150
Mobilehome park	C	C	C	C	C	C	C	See 17.40.160
Mobilehome, temporary	T	T	T	T	T	T	---	See 17.40.280.B.1b
SUPPORTIVE HOUSING & CARE USES								
Daycare – Adult ≤8 adults	P	P	P	P	P	P	P	
Daycare – Adult ≤ 14 adults	C	C	C	C	C	C	C	See 17.40.090
Daycare Child small ≤8 children	P	P	P	P	P	P	P	
Daycare Child large ≤14 children	C	C	C	C	C	C	C	See 17.40.090
Emergency Shelters	---	---	---	---	---	---	P	See 17.40.110
Residential / Community care facility ≤6 beds	P	P	P	P	P	P	P	Must be State Licensed
Residential / Community care facility ≥7 beds	C	C	C	C	C	C	C	Must be State Licensed
Residential hotel	---	---	---	---	---	---	P	
Retirement or rest home	---	---	---	---	---	---	C	
Supportive / Transitional housing ≤6 beds	P	P	P	P	P	P	P	
Support / Transitional housing ≥7 beds	C	C	C	C	C	C	C	

Zoning District Symbols	
R-R	Rural Residential
R-E	Residential Estate
R-1-10	Single-family 10,000 sq. ft. lot size
R-1-8	Single-family 8,000 sq. ft. lot size
R-1-6	Single-family 6,000 sq. ft. lot size
R-2	Medium Density Residential
R-3	High Density Residential

Notes: 1) In conjunction with primary permitted use.

TABLE 2-3 PERMITTED LAND USES: RESIDENTIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed						
Land Use Type	Allowable Uses By District							Specific Use Regulations
	R-R	R-E	R-1-10	R-1-8	R-1-6	R-2	R-3	
INSTITUTIONAL & EDUCATIONAL USES								
Cemetery, mausoleum	C	C	C	C	C	C	C	
Charitable/public service organization	C	C	C	C	C	C	C	
Churches and religious institutions	C	C	C	C	C	C	C	
Club or lodge (public or private)	C	C	C	C	C	C	C	
Community or senior center	C	C	C	C	C	C	C	
Education – preschool	C	C	C	C	C	C	C	
Education – K-12 (private)	C	C	C	C	C	C	C	
Education – college or university	C	C	C	C	C	C	C	
Education – trade or technical school	C	C	C	C	C	C	C	
Library	C	C	C	C	C	C	C	
Museum	C	C	C	C	C	C	C	
SERVICES								
Ambulance/medical transport	C	C	C	C	C	C	C	
Bed & Breakfast	P	P	C	C	C	---	---	
Community and recreation centers	---	---	P	P	P	P	P	
Fire station	C	C	C	C	C	C	C	
Police station/sub-station	C	C	C	C	C	C	C	
Produce stand (temporary)	T	T	---	---	---	---	---	See 17.40.280B.2.e
Public agency or public utility facilities	C	C	C	C	C	C	C	
AGRICULTURAL USES								
Community gardens	C	C	C	C	C	C	C	See 17.40.070
Horse stables/ranch	C	---	---	---	---	---	---	
Large animals	P[1]	---	---	---	---	---	---	See 17.40.050

Zoning District Symbols	
R-R	Rural Residential
R-E	Residential Estate
R-1-10	Single-family 10,000 sq. ft. lot size
R-1-8	Single-family 8,000 sq. ft. lot size
R-1-6	Single-family 6,000 sq. ft. lot size
R-2	Medium Density Residential
R-3	High Density Residential

Notes:

1) In conjunction with primary permitted use.

TABLE 2-3 PERMITTED LAND USES: RESIDENTIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed

Land Use Type	Allowable Uses By District							Specific Use Regulations
	R-R	R-E	R-1-10	R-1-8	R-1-6	R-2	R-3	
RECREATION & OPEN SPACE USES								
Athletic/Health club, gyms (indoor)	---	---	---	---	---	C	C	
Athletic/Health club, gyms (outdoor)	---	---	---	---	---	C	C	
Community recreation facilities	---	---	P	P	P	P	P	
Country club	P	P	C	C	C	C	C	
Golf course or driving range	---	---	C	C	C	C	C	
Public parks/playgrounds	---	---	C	C	C	C	C	
Swimming pools (public)	---	---	C	C	C	C	C	
TRANSPORTATION, COMMUNICATION & INFRASTRUCTURE USES								
Antennas/wireless communication facilities	C	C	C	C	C	C	C	See 17.42
Communications transmitter or receiver	---	---	C	C	C	C	C	
Monopole communications tower	C	C	C	C	C	C	C	See 17.42
Radio, television, communications, receiver, transmitter	C	C	C	C	C	C	C	See 17.42
Transmission lines, towers, poles, pipelines (operated under CPUC)	P	P	P	P	P	P	P	See 17.42
Utility substation	C	C	C	C	C	C	C	
ACCESSORY USES								
Accessory structures[1]	P	P	P	P	P	P	P	See 17.40.020
Animal Boarding – Kennels[1]	C							See Title 6
Breeding domestic pets[1]	C							See Title 6
Cargo containers (used as storage)	---	---	---	---	---	T	T	See 17.40.270 & 17.40.280.B.1c
Home Occupation[1]	P	P	P	P	P	P	---	See 17.40.130
Household pets (no more than 6)[1]	P	P	P	P	P	P	P	See 17.90
Pool bathroom[1]	P	P	P	P	P	P	P	See 17.90
Temporary produce stand	---	---	---	---	---	T	T	
Temporary tract sales office	---	---	T	T	T	---	---	See 17.40.280

Zoning District Symbols	
R-R	Rural Residential
R-E	Residential Estate
R-1-10	Single-family 10,000 sq. ft. lot size
R-1-8	Single-family 8,000 sq. ft. lot size
R-1-6	Single-family 6,000 sq. ft. lot size
R-2	Medium Density Residential
R-3	High Density Residential

Notes:

1) In conjunction with primary permitted use

17.22.065 Residential Zone Development Standards

New structures, alterations to existing structures, and any other improvements to properties in the Residential zones shall be designed, constructed, and/or established in compliance with the requirements in Table 2-4, Development Standards for Single Family Residential Zones, and Table 2-5, Development Standards for Multifamily Residential Zones.

TABLE 2-4 DEVELOPMENT STANDARDS SINGLE-FAMILY RESIDENTIAL ZONES[1]						
Development Standard	**R-R**	**R-E**	**R-1-10**	**R-1 8**	**R-1-6**	**Additional Requirements**
Lot Standards						
Minimum Lot Area (sq. ft.)	20,000	12,000	10,000	8,000	6,000	
Minimum Lot Area (sq. ft.) per Dwelling Unit (du)	1 du/lot	1 du/lot	1 du/lot	1 du/lot	1 du/lot	
Minimum Lot Width	85 ft.	70 ft.	65 ft.	60 ft.	60 ft.	
Minimum Corner Lot Width	90 ft.	75 ft.	70 ft.	65 ft.	65 ft.	
Minimum Cul-de-Sac Lot Width at Front Property Line	40 ft.	40 ft.	35 ft.	35 ft.	35 ft.	
Minimum Setbacks						
Front	35 ft.	25 ft.	20 ft.	20 ft.	20 ft.	
Side - Interior	15 ft.	5 ft.	5 ft.	5 ft.	5 ft.	
Side – Street	20 ft.	10 ft.	10 ft.	10 ft.	10 ft.	
Rear	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Rear – Through Lot	25 ft.	25 ft.	20 ft.	20 ft.	20 ft.	
Minimum Distance Between Main Structures	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	
Minimum Distance Between Main & Accessory Structures	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	
Minimum Distance Between Residential & Livestock Structures	100 ft.	N/A	N/A	N/A	N/A	
Building Massing						
Maximum Height/Stories	35 ft/3	35 ft/3	35 ft/3	35 ft/3	35 ft/3	
Fence/Wall Height						
Within Front Setback	4 ft.	4 ft.	4 ft.	4 ft.	4 ft.	See 17.30.030
Within Side/Rear Setback	7 ft.	7 ft.	7 ft.	7 ft.	7 ft.	See 17.30.030
Yard Encroachments						
Eaves & Cornices – Projection into any Setback	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.	See 17.30.120
Open, Unenclosed, Covered Porches or Patios in Front or Rear Yards Only	Up to 6 ft.	Up to 6 ft.	Up to 6 ft.	Up to 6 ft.	Up to 6 ft.	See 17.30.120
Carports & Garages with alley access.[1]	10 ft.[1]	10 ft.[1]	10 ft.[1]	10 ft.[1]	10 ft.[1]	See 17.30.120

Notes:

1) Maximum encroachment provided there is a minimum 25 foot clear back-out distance.

TABLE 2-4 DEVELOPMENT STANDARDS SINGLE-FAMILY RESIDENTIAL ZONES						
Development Standard	**R-R**	**R-E**	**R-1-10**	**R-1 8**	**R-1-6**	**Additional Requirements**
Accessory Structures						
Setbacks – Side & Rear	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.	See 17.40.020
Setback – Street Side	6 ft.	6 ft.	6 ft.	6 ft.	6 ft.	See 17.40.020
Setback - Carport/Garage at Alley[1]	5 ft.[1]	5 ft.[1]	5 ft.[1]	5 ft.[1]	5 ft.[1]	See 17.40.020
Stories/Height (ft.)	2/24	2/24	1/12	1/12	1/12	See 17.40.020

Notes:

1) Where alley width is less than 20 feet, additional setback required to provide 25 foot clear back-out distance.

TABLE 2-5 DEVELOPMENT STANDARDS MULTIFAMILY RESIDENTIAL ZONES[1/2]			
Development Standard	**R-2**	**R-3**	**Additional Requirements**
Lot Standards			
Minimum Lot Area (sq. ft.)	6,000	6,000	
Maximum Density	1 unit per 3,000 sq ft of lot area	1 unit per 1,500 sq ft of lot area	
Minimum Density	1 unit per 4,500 sq ft of lot area	1 unit per 2,500 sq ft of lot area	
Minimum Lot Width	60 ft.	60 ft.	
Minimum Corner Lot Width	65 ft.	65 ft.	
Minimum Cul-de-Sac Lot Width at Front Property Line	40 ft.	40 ft.	
Minimum Setbacks			
Front	20 ft.	20 ft.	
Side – Interior	5 ft.	5 ft.	
Side – Street	10 ft.	10 ft.	
Rear	15 ft.	15 ft.	
Rear – Through Lot	20 ft.	20 ft.	
Minimum Distance Between Main Structures	10 ft.	10 ft.	
Minimum Distance Between Main & Accessory Structures	6 ft.	6 ft.	
Minimum Distance Between Residential & Livestock Structures	30 ft.	30 ft.	
Building Massing			
Maximum Height	35 ft.	45 ft.	
Maximum Stories	3	4	

Notes:

1) See Section 17.40.170 for additional Multifamily Development Standards

TABLE 2-5 DEVELOPMENT STANDARDS[1/2] MULTIFAMILY RESIDENTIAL ZONES			
Development Standard	**R-2**	**R-3**	**Additional Requirements**
Fence/Wall Height			
Within Front Setback	4 ft.	4 ft.	See 17.30.030
Within Side/Rear Setback	7 ft.	7 ft.	See 17.30.030
Yard Encroachments			
Eaves & Cornices – Maximum Projection into any Setback	3 ft.	3 ft.	See 17.30.120
Open, Unenclosed, Covered Porches or Patios in Front or Rear Yards Only	Up to 6 ft.	Up to 6 ft.	See 17.30.120
Accessory Structures			
Setbacks – Side & Rear	3 ft.	3 ft.	See 17.40.020
Setback – Rear at Alley	5 ft.	5 ft.	See 17.40.020
Setback – Street Side	6 ft.	6 ft.	See 17.40.020
Maximum Floor Area	See Section 17.40.020		
Stories/Height (ft.)	1/12	1/12	See 17.40.020

Notes:

1) It is the property owner's responsibility to verify location of all property lines and any easements.
2) See Section 17.40.170 for additional Multifamily Development Standards

17.22.070 Commercial and Industrial Zone Uses

The land uses allowed in each zoning district are listed in Table 2-6, together with the type of planning permit required for each use.

Allowable uses for each zone are established by letter designations as follows:

1. "P" represents permitted (allowed) uses;
2. "C" designates uses that are allowed with a Conditional Use Permit (CUP);
3. "T" designates uses requiring approval of a Temporary Use Permit (TUP); and
4. "---" designates uses that are not permitted in the zone.

TABLE 2-6 PERMITTED LAND USES: COMMERCIAL & INDUSTRIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
AUTOMOTIVE USES									
Auto dismantling/wrecking	---	---	---	---	---	---	C	P	
Auto leasing	---	---	---	P	---	P	P	---	
Auto oil & lube shop	C	---	---	P	P	P	---	---	
Auto repairs, major/body work/painting	---	---	---	C	---	P	P	---	
Auto sales & service	---	---	---	P	P	P	---	---	
Auto upholstering	---	---	---	---	---	P	P	---	
Car wash	C	---	---	P	P	P	---	---	
Tire sales & service	---	---	C	P	P	P	---	---	
BUSINESS, FINANCIAL AND PROFESSIONAL									
Automated Teller machines (ATMs)	P	P	P	P	P	P	---	---	
Financial institutions	P	P	P	P	---	P	---	---	
Offices, business and professional	P	P	P	P	---	P	---	---	
EATING & DRINKING ESTABLISHMENTS									
Bars, taverns	---	---	C	C	C	C	---	---	See 17.40.040
Bars, taverns, with food service	---	---	P	P	P	P	---	---	See 17.40.040
Restaurant – fast food	P	C	P	P	P	---	P	---	
Restaurant – fast food with drive-thru	C	---	C	P	P	---	P	---	See 17.40.100
Restaurant, Café, Coffee Shop	P	C	P	P	P	P	---	---	
Restaurant – full or limited bar service	C	---	P	P	P	P	---	---	See 17.40.040
EDUCATIONAL USES									
Business school	C	P	P	P	P	---	---	---	
College or university	C	P	P	P	---	---	---	---	
Driving school	P	P	P	P	---	P	P	---	
Performing arts school	P	P	P	P	---	P	P	---	
Schools K-12 (private)	---	C	C	C	---	---	---	---	
Trade and vocational schools	---	C	P	P	---	P	C	---	
Tutoring & Education Centers	P	P	P	P	---	P	---	---	

Zoning District Symbols			
C-N	Neighborhood Commercial	C-H	Highway Commercial
C-O	Professional Office	C-S	Service Commercial
C-D	Central Business District	I-L	Light Industrial
C-R	Commercial Retail	I-H	Heavy Industrial

Notes:

1) In conjunction with primary permitted use.

TABLE 2-6 PERMITTED LAND USES: COMMERCIAL & INDUSTRIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
INSTITUTIONAL USES									
Art gallery	---	P	P	P	---	---	---	---	
Auditorium – public	---	---	P	P	---	---	---	---	
Cemetery, mortuary, crematory	---	---	---	C	---	---	C	---	
Charitable organization	---	P	P	P	---	P	P	---	
Church/religious institution	---	C	C	C	---	C	---	---	
Club or lodge	---	C	C	C	---	C	---	---	
Public utility facilities excluding wireless communication facilities	P	P	P	P	P	P	P	P	
INDUSTRY, MANUFACTURING, PROCESSING & WAREHOUSING									
Building and Construction									
Building materials yard	---	---	---	---	---	P	P	P	See 17.40.270 & 17.30.080
Cabinet maker, carpentry	---	---	---	---	---	P	P	P	
Concrete batch plant	---	---	---	---	---	C	P	P	
Metal fabrication	---	---	---	---	---	P	P	P	
Chemical Products									
Agriculture chemicals	---	---	---	---	---	---	---	P	
Industrial chemicals & gasses	---	---	---	---	---	---	---	P	
Paint, dyes & glue manufacturing	---	---	---	---	---	---	---	P	
Pharmaceuticals	---	---	---	---	---	---	C	P	
Food, Beverage Processing/Distribution Indoor only									
Beverage bottling & distribution	---	---	---	---	---	C	P	P	
Breweries & wineries	---	---	---	---	---	C	P	P	
Commercial bakeries	---	---	---	---	---	P	P	P	
Food processing/canning	---	---	---	---	---	---	C	P	
Grain, feed & flour mills	---	---	---	---	---	---	C	P	
Meat & poultry processing/slaughter	---	---	---	---	---	---	---	C	
Recycling Facilities									
Heaving processing	---	---	---	---	---	C	P	P	See 17.46
Light processing	---	---	---	---	---	P	P	P	See 17.46
Large collection	---	---	---	---	---	C	P	P	See 17.46
Small collection	---	---	---	---	---	P	P	P	See 17.46
Reverse vending machine	P	---	---	P	---	P	P	---	See 17.46
Home hazardous waste collection	---	---	---	---	---	P	P	P	See 17.46
Miscellaneous									
Heavy manufacturing/assembly	---	---	---	---	---	---	C	P	
Light manufacturing/assembly	---	---	---	---	---	C	P	P	
Printing & publishing	---	---	---	---	---	P	P	P	
Raw materials manufacturing	---	---	---	---	---	---	---	P	
Warehouse storage/mini-storage	---	---	---	C	---	P	P	P	See 17.40.140

TABLE 2-6 PERMITTED LAND USES: COMMERCIAL & INDUSTRIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
MEDICAL-RELATED & CARE USES									
Ambulance service	---	P	---	P	P	P	P	---	
Day care, general	P	P	P	---	---	---	---	---	
Chiropractors	P	P	P	P	---	P	---	---	
Clinics	P	P	P	P	---	---	---	---	
Convalescent hospital	---	C	C	C	---	---	---	---	
Counseling	P	P	P	P	---	P	---	---	
Hospice offices / inpatient care	---	P	---	---	---	---	---	---	
Hospital – general	---	C	C	---	---	---	---	---	
Medical equipment & supplies	---	---	P	P	---	P	---	---	
Medical offices – general	P	P	P	P	---	---	---	---	
RECREATION & ENTERTAINMENT USES									
Amusement park	---	C	C	C	C				
Bowling alleys	---	---	P	P	---	P	---	---	
Circus, carnivals, fairs, festivals	T	T	T	T	T	T	T	T	See MC 5.48
Community recreation facility	P	P	P	P	---	---	---	---	
Event center/ballroom	---	---	P	P	---	---	---	---	
Golf course / driving range	---	---	---	P	P	---	C	---	
Health/fitness centers /Gym	P	---	P	P	---	P	C	---	
Night Club	---	---	C	C	---	---	---	---	See 17.90
Pool hall & billiards	---	---	P	P	---	P		---	
Race track, auto/motorcycle/horse	---	---	---	---	C	---	C	---	
RV park and campgrounds	---	---	---	---	C	---	C	---	
Shooting range/gun club	---	---	---	C	C	---	C	---	
Skating rink	---	---	C	P	---	C	C	---	
Theaters, movie/live	---	---	P	P	---	---	C	---	
RESIDENTIAL USES									
Boarding or rooming house	---	---	C	---	---	---	---	---	
Duplex	---	C	C	---	---	---	---	---	
Emergency Shelters	---	---	---	P	---	P	---	---	See 17.40.110
Manager/caretaker quarters	C	C	C	C	---	C	---	---	See 17.90
Multifamily	---	C	C	---	---	---	---	---	See 17.40.170
Retirement/rest home	---	C	C	---	---	---	---	---	
SRO (single room occupancy)	---	---	C	---	---	---	---	---	See 17.40.260
Supportive housing	---	C	C	---	---	---	---	---	
Transitional housing	---	C	C	---	---	---	---	---	

Notes:

1) In conjunction with primary permitted use.

TABLE 2-6 PERMITTED LAND USES: COMMERCIAL & INDUSTRIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
RETAIL USES									
Alcohol Beverage Sales									
Liquor, off-sale	C	---	C	C	C	C	---	---	See 17.40.040
Off-sale, accessory to primary use	C	---	C	C	C	C	---	---	See 17.40.040
On-sale, accessory to food service	---	---	P	P	P	P	---	---	See 17.40.040
On-sale, bar, tavern	---	---	C	C	C	C	---	---	See 17.40.040
Grocery, market, food stores									
Convenience store	P	---	C	P	P	P	---	---	See 17.40.080
Super market, grocery	P	---	C	P	---	C	---	---	
Miscellaneous Retail									
Department store	P	---	P	P	---	---	---	---	
Hardware, home improvement store	P	---	C	P	---	P	---	---	
Nurseries, garden center	P	---	C	P	---	P	---	---	
Retail sales – general	P	---	P	P	P	P	---	---	
Second hand merchandize	---	---	C	C	---	P	P	---	
Vehicle sales, new & used	---	---	---	P	P	P	---	---	
SERVICE USES									
Animal boarding, kennels	---	---	---	---	---	C	P	P	See 17.40.050
Animal hospital / Vet Clinic	---	---	C	C	---	P	P	---	
Cleaners/laundromat	P	---	P	P	---	P	---	---	
Hotels, motels, inns	---	---	P	P	P	---	---	---	
Maintenance & repair services	---	---	---	P	---	P	P	---	
Personal services - General	P	P	P	P	---	P	---	---	See 17.90
Personal services - Restricted	---	---	C	C	---	C	---	---	See 17.90
Printing & duplicating services	P	P	P	P	---	P	P	---	
Real estate services	P	P	P	P	---	P	P	---	
Warehouse storage/mini storage	---	---	---	---	---	P	P	P	See 17.40.140
Vehicle Services & Repair									
Service/fueling station	C	---	---	P	P	P	P	---	See 17.40.250
Vehicle washing/detailing	C	---	---	P	P	P	---	---	
TRANSPORTATION, COMMUNICATION & INFRASTRUCTURE									
Antennas/wireless communication facilities	---	---	C	C	C	P	P	---	See 17.42
Electric vehicle charging stations	---	---	P	P	P	P	P	P	
Parking facility	---	---	C	C	C	P	P	P	
Radio, television transmitter facilities	---	---	C	C	C	P	C	P	See 17.42
Transit station or terminal	---	---	C	C	C	P	P	P	
Utility structures & service facilities	---	---	C	C	C	C	C	C	

TABLE 2-6 PERMITTED LAND USES: COMMERCIAL & INDUSTRIAL ZONES	P C T ---	Permitted Use Conditional Use Permit Temporary Use Permit Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
RESOURCE MANAGEMENT USES									
Mineral exploration	---	---	---	---	---	---	---	C	See 17.44
Mining & mineral extraction	---	---	---	--	---	---	---	C	See 17.44
Oil & gas exploration/production	---	---	---	---	---	---	C	C	See 17.45
Rock aggregates crushing/processing	---	---	---	---	---	---	C	P	
Solar energy electrical array	---	---	---	---	---	---	P	P	
Waste to energy facility	---	---	---	---	---	---	---	P	
OTHER USES									
Agriculture Uses									
Animal auction yard	---	---	---	---	---	---	---	P	
Community garden	C	C	C	---	---	---	---	---	See 17.40.070
Farmers market	T	C	T	T	T	C	---	---	
Grain elevators/silos	---	---	---	---	---	---	---	P	
Greenhouses, commercial	---	---	---	---	---	---	C	P	
Accessory Uses									
Cargo containers used as storage	T	T	T	T	T	T	T	T	See 17.40.270
Christmas tree lots	---	---	T	T	---	---	---	---	See 17.40.280.A.4
Household pets (up to 6)	---	P	P	---	---	---	---	---	
Equipment & material storage yard	---	---	---	---	---	C	P	P	See 17.40.270
Outdoor Collection Bins	---	---	---	---	---	P	P	P	

17.22.075 Commercial and Industrial Zone Development Standards

New structures, alterations to existing structures, and any other improvements to properties in the Commercial and Industrial zones shall be designed, constructed, and/or established in compliance with the requirements in Table 2-7, Development Standards for Commercial and Industrial Zones.

TABLE 2-7 GENERAL DEVELOPMENT STANDARDS COMMERCIAL & INDUSTRIAL ZONES									
Development Standard	**C-N**	**C-O**	**C-D**	**C-R**	**C-H**	**C-S**	**I-L**	**I-H**	**Additional Requirements**
Lot Standards									
Minimum Lot Area (s. f.)	6,000	6,000	None	7,500	7,500	6,000	None	None	
Minimum Lot Area (s. f.) per Dwelling Unit (du)	N/A	1,500	1,500	N/A	N/A	N/A	N/A	N/A	
Minimum Setbacks									
Front	20’	20’	15’	20’	20’	5’	20’	15’	See Subsection 17.24.040.D, Setbacks requirements in Downtown Historic District
Side – Interior	5’	5’	0’	0’	5’	0’	0’	0’	
Side – Street	10’	10’	10’	0’	10’	5’	0’	0’	
Rear	15’	15’	5’	15’	15’	5’	15’	0’	
Rear – Through Lot	20’	20’	15’	20’	20’	5’	20’	15’	
Separation between Residential/Non-residential Structures	10’	10’	0’	20’	20’	25’	25’	25’	
Building Massing									
Maximum Height	50’	45’	45’	45’	35’	45’	75’	None	
Maximum Stories	3	4	4	4	3	4	6	None	
Maximum FAR[1]	0.5	0.6	1.0	0.6	0.5	0.5	1.0	2.0	

Notes:

1) Floor Area Ratio.

Sections:

17.24.010 Drilling Island Zone
17.24.020 Specific Plan Combining District
17.24.030 Airport Approach Combining District
17.24.040 Historic Downtown Combining District
17.24.050 Precise Development Combining District
17.24.060 Cluster Combining District
17.24.070 Geologic Hazard Combining District

17.24.010 Drilling Island Zone.

A. **Purpose**

The purpose of the Drilling Island (D-I) zone is to designate single lots and other relatively small areas within the boundaries of final map subdivisions that contain productive or potentially productive petroleum resources to promote the development of such resources in a manner compatible with surrounding development. (Ord. 486 §1 (Exh. A (part)), 2003).

B. **Permitted Uses and Permit Requirements**

Extraction of petroleum mineral resources and all other uses determined to be similar to this use pursuant to Section 17.52.030 are permitted in accordance with the standards and procedures set out in Chapter 17.45, Oil and Gas Production, of this title. (Ord. 486 §1 (Exh. A (part)), 2003).

C. **Uses permitted with a Conditional Use Permit.**

1. Drilling of new well or re-working of existing well that is not in compliance with Section 17.45.
2. Recreation, Entertainment and Tourist Facilities.
   a. Park or playground.
3. Miscellaneous Uses.
   b. Subdivision drainage sump, provided that written consent be given by mineral rights holder. (Ord. 486 §1 (Exh. A (part)), 2003).

D. **Development Standards.**

The following general development standards, Table 2-8, apply to the D-I zone as well as all development standards and performance standards contained in Section 17.45, Oil and Gas Production.

TABLE 2-8 GENERAL DEVELOPMENT STANDARDS DRILL ISLAND ZONE		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area	2.5 acres	
Minimum Production Site Area	1.0 acres	See Section 17.45.040
Parking	No minimum requirements	
Minimum Setbacks		
Well, storage tank or production facility	500' from off-site buildings including dwellings 1000' from schools, churches or places of assembly	See Section 17.45.040
Well	100' from any public right-of-way	
Structure Height		
Exploration and drilling equipment	No height limit	
Well pumping units	35'	

17.24.020 Specific Plan Combining District.

A. Purpose

The purpose of the Specific Plan (S-P) Combining District is to provide for special regulations in areas where environmental or economic opportunities or constraints require the creative and innovative use of land which may be otherwise limited or prohibited by the standard provisions of other parts of this chapter. The specific plan district is designed to allow diversity in the relationship between buildings and open spaces so as to create unique and interesting physical environments, to maximize usable open space while at the same time preserving the public health, safety and welfare. (Ord. 486 §1 (Exh. A (part)), 2003).

B. Permitted Uses and Permit Requirements

Any use consistent with the General Plan land use designation which is applicable to the subject property and which will not be in conflict with the public health, safety and welfare. Although the overlay is combined with a base zone, once applied, uses and development requirements shall be consistent with the approved Specific Plan permit. Specific Plan permit requirements are outlined in Section 17.52.070.

C. Development Standards.

All development shall be consistent with the goals and policies of the General Plan and with the uses, density and intensity standards of the General Plan land use category applicable. The following general development standards apply within the S-P Combining District.

TABLE 2-9 GENERAL DEVELOPMENT STANDARDS SPECIFIC PLAN COMBINING SISTRICT		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area	**5 acres**	**See Section 17.24.020 D Permit Procedures**
Parking	**Determined by Specific Plan Approval**	
Landscaping		
Minimum Setbacks		
Front **Side** **Rear**	**Determined by Specific Plan Approval**	**See Section 17.24.020 D Permit Procedures**
Structure Height		
Height	**Determined by Specific Plan Approval**	**See Section 17.24.020 D Permit Procedures**
Number of Stories		

D. Specific Plan Combining District Procedures

A Specific Plan District may be initiated by the city, or the property owner or an authorized representative. An S-P District shall be established by ordinance in accordance with the procedures set out in Chapter 17.76. Development within an S-P zone shall require a Specific Plan permit for which an application shall be submitted concurrently with an S-P Combining District request. An application shall include all the information required by Section 65450 of the California Government Code, including, but not limited to the following:

1. Name(s) and address(es) of applicant(s);
2. Name(s) and address(es) of property owner(s);
3. APN (Assessor's Parcel Number);
4. Legal description of property;
5. Preliminary Title Report not more than 6 months old;
6. A site plan drawn at the scale specified by the planning director which includes the following information:
   a. Topography of the lot(s),
   b. Proposed street system and parking areas,
   c. Location of all buildings,
   d. Location of all proposed use areas,
   e. Proposed setbacks,
   f. Areas to be used for parks, schools, public or quasi-public buildings,
   g. Proposed landscaping,
   h. Water supply and distribution,
   i. Sewage disposal system,
   j. Drainage system,

k. North arrow;

7. Acres of each proposed land use;
8. Number of dwelling units per acre (if applicable);
9. A narrative description of the proposed development including:
   a. An explanation of the proposed deviations from the standards which would otherwise apply to the proposed uses and why the deviations are necessary or desirable.
10. Phasing or development schedule.

17.24.030 Airport Approach Combining District.

A. Purpose

The purpose of the Airport Approach (A-A) Combining District is to minimize aviation hazards by limiting the height of buildings and structures and limiting dwelling unit and population density in the adopted airport compatibility zones around airports and airfields in conformance with the Kern County Airport Land Use Compatibility Plan. (Ord. 486 §1 (Exh. A (part)), 2003).

B. Permitted Uses and Permit Requirements

Uses permitted or conditionally permitted by the base zone with which the A-A District is combined, and which are not in conflict with the requirements of the Kern County Airport Land Use Compatibility Plan.

C. Development Standards.

The following general development standards apply within the A-A Overlay zone.

TABLE 2-10
GENERAL DEVELOPMENT STANDARDS
AIRPORT APPROACH COMBINING DISTRICT

Development Standard	Requirement	Additional Requirements
Lot Standards		
Density	Per the requirements of the base zone and the Kern County Airport Land Use Compatibility Plan	
Minimum Lot Area	Per the requirements of the base zone	
Parking		
Landscaping		
Minimum Setbacks		
Front Side Rear	Per the requirements of the base zone	
Structure Height		
Height	Per the requirements of the base zone	

17.24.040 Historic Downtown Combining District.

A. **Purpose and Applicability**

The purpose of the Historic Downtown (H-D) Combining district is to facilitate protection and revitalization of the downtown and the historic structures, sites and buildings within the designated historic district area, and to implement the policies and requirements of the Historic Downtown Policy and Design Plan.

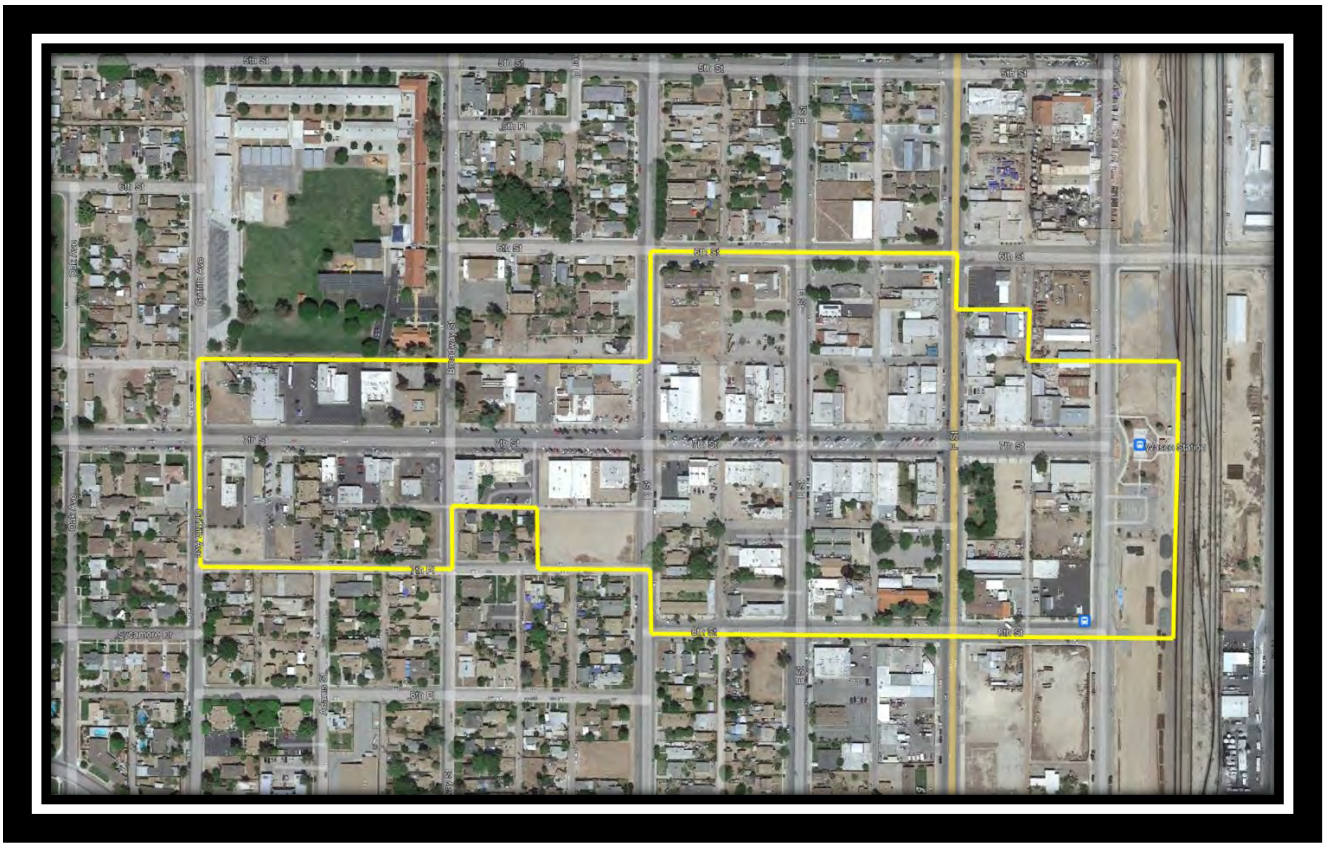
The general boundaries of the Historic Downtown Combining District are described as follows and are more precisely shown on Fig. 2-1.

1. Western district boundary follows Griffith from the 7th Place south of 7th Street to the alley north of 7th street.
2. Northern district boundary follows the alley north of 7th Street from Griffith, east to D Street, jogs north to 6th Street, follows 6th Street east to the alley between F and G Streets, then jogs south along the alley between F and G Streets, excluding the southeast corner lot between F St and the alley, and then jogs east between 6th and 7th Streets to the BNSF right-of-way.
3. Eastern district boundary follows the BNSF right-of-way south to 8th Street.
4. Southern district boundary follows 8th Street west from the BNSF right-of-way to D Street, jogs north along D Street to 7th Place, then follows 7th Place west and jogs north half way between D Street and Broadway to the alley south of 7th Street, and then follows the alley west to Broadway. At Broadway the boundary runs south back to 7th Place then west to Griffith.

The Historic Downtown District is combined with the underlying Central District (C-D) base zone which applies throughout the Historic Downtown District. For purposes of identification, the established C-D zoning district shall be suffixed with the zoning notation of the Historic Downtown district with which it is combined (C-D-H-D).

Figure 2-1

Historic Downtown (H-D) Combining District Boundaries



B. **Permitted Uses and Permit Requirements**

Uses permitted or conditionally permitted by the C-D base zone (see Table 2-6), except for the following use requirements.

1. Any use requiring the issuance of an Alcoholic Beverage Control license, except as otherwise exempted in this Section shall be subject to a CUP.

2. Sit-down restaurants whose main function is the service of food and where the on-site sale of alcoholic beverages is incidental or secondary shall be exempt from the requirement of a CUP.

3. New wireless communication towers, water towers, and other above-ground utilities shall require a CUP.

Any person, party or organization wishing to rehabilitate, renovate, alter, reconstruct, paint, enlarge or demolish an existing building; or construct a new building, parking lot or other type of structure in the H-D district shall submit a Design Review application to the Planning Department. The application shall contain the following, however Planning Staff shall determine what information requirements are applicable for each proposed improvement and may determine that not all requirements listed below are necessary.

1. Site Plan.

A site plan drawn to scale showing the location of buildings, parking, landscaping and any other proposed or existing structure, exterior boundaries and dimensions of the entire property that is the subject of the application. The scale of the drawing shall be shown on the site plan.

2. Elevation Drawings.
Elevation drawings shall be provided for views of all exterior wall surfaces to receive treatment or enhancement. Drawings shall be scaled and shall have materials and treatments identified by reference notes that clearly indicate the nature and extent of the work to be completed. Elevation drawings shall include side views or cross-sections of features associated with the project's appearance, including awnings, marquees, projecting signs and landscaping.

3. Samples.
The applicant shall submit material samples, color chips, or other supporting literature to better illustrate the nature of the proposed color scheme, textures and materials.

4. Landscaping Plan (if applicable).
The location and extent of landscaping shall be shown, including plant species and container size, and irrigation and hardscape plans.

5. Signs & Murals.
The location, type and size of all proposed signs and/or murals shall be shown.

6. Outdoor Lighting.
Plans shall show the location, type and size of proposed outdoor lighting.

C. **Prohibited Uses**

The following uses, which are more fully defined in Zoning Code Chapter 17.90, Definitions, are prohibited in the H-D district:

1. Adult-oriented businesses,

2. Smoke Shops,
3. Internet Café or Cyber Cafe,
4. New vehicle oriented uses including uses incorporating drive-through windows, service bays, and other similar design features where vehicles must cross a sidewalk for access. Expansion of existing uses incorporating vehicle-serving design features shall require a Conditional Use Permit.
5. Sidewalk sales and/or display of merchandise are strictly prohibited within the public right-of-way unless otherwise approved and permitted by the provisions of Municipal Code Chapter 5.40, Business Use of Sidewalks. In no case shall any sidewalk sale or display exceed 72 hours in duration.
6. Vending machines (both mechanical and electrical) are prohibited within the public right-of-way (street and sidewalk) except for vending machines dispensing written public information (newspapers).

D. **Development Standards.**

The development standards of the Historic Downtown Overlay shall supplement and supersede the regulations of the underlying base zoning district and take precedence in the case of conflict. For all regulations not specifically addressed by this section, the regulations of the underlying zoning district shall remain in effect. These regulations shall be used in conjunction with the Historic District design guidelines contained in the Historic Downtown District Policy and Design Plan (bound separately). The following general development standards apply within the H-D Overlay zone.

TABLE 2-11
GENERAL DEVELOPMENT STANDARDS
HISTORIC DOWNTOWN COMBINING DISTRICT

Development Standard	Requirement	Additional Requirements
Lot Standards		
Minimum Lot Area	None	
Density	1,500 sq. ft. of lot /dwelling unit	
Minimum Setbacks		
Front Side Rear	0'	See 7th Street front setback requirements
7th Street	First floor must be built at the front property line adjacent to 7th street and to the street property line on intersecting side streets from 7th Street to the first alley. The setback may be increased up to ten (10) feet to provide outdoor dining areas, courtyards, or other similar pedestrian features, as approved by the Planning Director	
Structure Height		
Height	45'	See Section 17.24.040 D Permit Procedures
Number of Stories	4	
Parking		
Bldgs. within 400' of public parking lots	No on-site parking required	
Bldgs. Greater than 400' of public parking lots	New development shall meet the requirements of Chapter 17. 36, Parking	
Residential parking	Required per Chapter 17. 36, Parking	
Parking exceptions	Where on-site parking is required, the Planning Director may reduce the number of spaces required per Chapter 17.36, based upon satisfactory evidence as determined by the Director. Immediately adjacent on-street parking may be counted as a part of the use's parking requirement	

E. **Signs**

1. Sign Requirements - General

   a. No sign, including copy change, or temporary sign shall be constructed, displayed or altered without a sign permit approved by the Planning Director.
   b. All signage, pictures, embellishments, logos, and similar illustrative items are subject to the sign requirements of Chapter 17.38, Signs, the requirements of this Section, and any additional guidelines contained within the Historic Downtown District Design Guidelines. In the case of conflict between the sign provisions of Chapter 17.38 and the sign provisions of this Section 17.24.040, the provisions of this Section shall take precedence.
   c. Copy change of existing cabinet signs is prohibited. Any copy change of existing signs will require new signage design consistent with the requirements of Chapter 17.38.
   d. The purpose of signage shall be to advertise the name of the business on-site, the business address, and logo if applicable.

2. Wall Sign Requirements
   a. Wall sign area shall be limited to one (1) sq. ft. of area for each lineal foot of building frontage occupied by the business for which the sign is intended.
   b. Wall signs shall be located above the first floor door and window line and below the cornice, parapet, or roofline. Wall signs shall be placed flat against the wall on the elevation of the building facing the public street, and shall be centered on the elevation and/or between repetitive architectural details.
   c. Businesses in buildings on corners shall be allowed one sign per street frontage. No sign or sign area allowed on one frontage shall be transferred to another frontage.
   d. Signs shall consist of three-dimensional individual letters and may be either internally or externally illuminated. Electrical raceways shall be kept as small as possible, shall not extend beyond the outside edges of the sign copy, and shall be painted to match the color of the background on which they may be placed.

      Two-dimensional professionally designed and painted signs on flat mounting materials may be mounted on building elevations facing the street with approval from the Planning Director.

   e. Where wall signs are proposed to be externally illuminated, visible light fixtures shall be architecturally consistent with the style and character of the building.

3. Hanging and Projecting Sign Requirements

a. Hanging signs shall only be placed below an awning and shall have eight (8) feet of clearance from sidewalk to bottom of sign.
b. Projecting signs shall be wall mounted, can project a maximum of three (3) feet over the pedestrian right-of-way, and shall have eight (8) feet of clearance from the sidewalk to the bottom of the sign.
c. Hanging and projecting signs shall have a maximum area of six (6) sq. ft.
d. Hanging and projecting signs shall not be internally illuminated.

4. Window Sign Requirements

a. Window signs shall not exceed a total of 25% window coverage and are allowed on first floor windows only.
b. Window signs shall be painted or mounted on the inside of doors or windows except for allowed temporary signs.
c. Fluorescent paint is prohibited on windows for any temporary or permanent window sign.
d. Seasonal window displays for U.S. recognized holidays and City recognized events are allowed up to 30 days before and 10 days after the scheduled event/holiday. Seasonal display window coverage shall not exceed a total of 50% first floor window coverage. Such displays do not require a sign permit.

5. Historical Character Signs

a. The following signs are exempt from the wall, hanging or projecting sign provisions of this Chapter as they are recognized for their historical character:
   - Wasco Liquor corner-mounted sign;
   - McCafferties Cleaners roof mounted sign;
   - Hoyett's roof-mounted sign;
   - Fiesta Latina Market pole sign, and
   - Plaza Hotel projecting sign

   These signs shall not be removed or altered without a Historic District Design Review Permit.

6. Temporary Signs

a. Temporary Signs shall be allowed for promotional events such as a new business opening and change of business ownership or management, and shall be allowed for a maximum period of 30 days four times per year.
b. A Temporary Sign permit shall be approved by the Planning Director before the placement of any temporary promotional signs.

c. Temporary signs shall be placed in the window area of the business, not to exceed 25% of the window area.
d. Temporary signs shall not be illuminated.

7. Monument Signs
   a. Monument signs shall be limited to one monument sign per parcel.
   b. Monument signs shall not exceed 24 sq. ft. and four (4) feet in height.
   c. Monument signs may be internally lit or flood-lit from the base.
   d. Monument signs shall have a four (4) foot setback from street rights-of-way.

8. Prohibited Signs

   a. Pole signs are prohibited in the H-D District.

F. **Murals**

1. Murals - General

   a. "Mural" means a painting or artwork temporarily or permanently affixed to a building wall, distinguished from signage in that it does not advertise a business, commercial endeavor or product, or any logo, trademark, trade name or other commercial message for anything sold or offered on the site or off-site
   b. Murals shall only be permitted on the side or rear walls of buildings.
   c. Murals shall only be allowed on building walls that do not contain signs or other types of advertising.
   d. No part of a mural shall exceed the height of the wall to which it is painted or affixed.
   e. No part of a mural shall extend more than six (6) inches from the wall plane to which it is painted or affixed.
   f. No part of a mural shall be illuminated or contain electrical or mechanical components, or changing images, or automated methods that result in movement, the appearance of movement, or change of mural image or message.
   g. Materials utilized in painting a mural or in creating digitally printed image murals shall have proven durability and shall be maintained or removed if not maintained.
   h. Murals should emphasize the history, geography, flora, fauna, culture or heritage of Wasco.
   i. The emphasis of murals should be on "artistic expression" and should not espouse a particular religious, political or ideological viewpoint.
   j. Murals shall require a permit application through the Planning Department and will require final authorization by the Wasco City Council. Permit

application shall require written permission from the building owner where the mural is proposed to be placed.

G. **Design Elements**

1. Building Design Requirements

   a. Brick street facades shall not be covered with paint, metal or wood siding, or any other material that hides the original brick material.
   b. Replacement windows shall always fill the entire opening and duplicate the original window pattern.
   c. Security grills and/or bars, either fixed or sliding, are prohibited on the exterior of doors and windows on the front or side elevation of structures adjacent to streets and/or pedestrian alleys.
   d. In any rehabilitation of the exterior of an existing brick façade, architectural details shall be restored to match the original façade design.
   e. Storefront construction shall be a minimum 60% transparent and a maximum of 85% transparent.
   f. Paint is considered an exterior alteration and paint color shall be approved by the Planning Director prior to the improvement. No bright, exceedingly brilliant or glowing colors, and/or fluorescent paints shall be used.

2. Awnings and Canopy Requirements

   a. Awnings shall be provided over all windows and doors on new and substantial remodel projects.
   b. Awnings shall be located below the cornice and roof lines of a structure.
   c. Awning width shall match the window or door width over which it will be placed. Continuous awnings spanning over multiple windows and/or doors are prohibited.
   d. Awnings may project over the public sidewalk area up to five (5) feet, but not within three (3) feet from face of curb.
   e. Minimum vertical clearance of an awning shall be eight (8) feet from the sidewalk.
   f. Awning materials shall be fabric. Plastic, vinyl, and/or metal awnings are prohibited.
   g. Awning colors shall not be the same color as the body of the structure they are attached to.
   h. Where canopies exist as part of the original design of the building they shall be maintained in their original form and finish.
   i. New canopies, when added to older buildings, shall be consistent with the style, materials and colors of the existing structure.

3. Fences and Wall Screening Requirements

a. All fences and walls parallel and/or adjacent to any street right-of-way (sidewalk line) shall be no taller than six (6) feet from the highest adjacent finished grade. Said walls and/or fences (except along alleys) shall be no less than 50% transparent by using a combination of wrought iron and masonry/stone pilasters, or wrought iron/masonry half-walls.
b. Fence and wall materials and finishes shall be limited to concrete or plaster with smooth or lightly textured finishes, wrought iron, split-face block, new or used brick, cut or carved stone, or other natural materials as approved by the Planning Director. Split-face block, brick, stone or other natural materials shall not be painted.

4. Landscaping Requirements

a. Street trees within the public right-of-way along 7th Street shall be maintained by the City. No business or property owner fronting 7th Street shall plant, alter, remove or replace any street tree on 7th Street without prior approval of Planning and Public Works Departments. Planters and irrigation shall be provided and constructed by the project applicant for all new and/or substantial remodel projects.
b. Parking lots shall be screened from public streets with landscaping and/or a combination of wall and landscaping as approved by the Planning Director.
c. Landscaping shall conform to the provisions of Section 17.34.030 unless otherwise modified by the Planning Director or by the design guidelines within the Historic Downtown District Policy and Design Guidelines Plan.

5. Design Guidelines

In addition to the development regulations contained in this Chapter, design guidelines for the Historic Downtown District have been incorporated into the separate Historic Downtown Policy and Design Plan document which should be used in conjunction with these development standards. The design guidelines, along with the policy direction within the guidelines document, provide an added level of definition for the intended development character within the Historic Downtown District.

6. Parking Location and Access

a. Parking lots shall be located as much as possible to the rear of buildings.
b. Locating new parking lots between the front street property line and the primary building storefront is prohibited.
c. New parking lots shall not have direct vehicular ingress/egress to 7th Street unless approved through a CUP, excepting where the ingress/egress already exists.

H. **Downtown Design Review Process**

1. Upon receipt of the design review application, the Planning Director shall review the application for completeness and for consistency with the downtown design regulations contained in this Chapter and for consistency with the Historic Downtown Policy and Design Plan. Following the review of the downtown design review application, the Planning Director shall take action on the project. The Director can approve, approve with conditions or deny the project based on its consistency with the downtown design regulations and guidelines.

2. Following the Planning Director's decision on a design review application, the Planning Director shall prepare an action letter describing the Director's action on the request and any conditions that may apply.

3. The Planning Director can approve the project subject to conditions. Said conditions shall ensure that the project is consistent with the purpose of this Chapter and the design guidelines contained in the Historic Downtown Policy and Design Plan.

4. The decision of the Planning Director shall be final unless appealed pursuant to Chapter 17.72 of this Ordinance.

5. A downtown design review application shall become void one year following the date on which the approval of the Planning Director became effective unless, prior to the expiration of one year, a building permit is issued by the Chief Building Official and construction, installation or renovation has commenced, or an extension has been granted by the Director.

6. Where the City finds that the new structure or alteration of an existing structure is not consistent with the approved plans and/or Director's conditions of approval, the permit shall be revoked pursuant to Chapter 17.52, and the building permit for the project shall be suspended. Notice of the suspension shall be sent immediately to the person or persons responsible for the project. Within 30 days of the suspension, the Planning Commission shall consider the suspension. Based on the facts presented, the Planning Commission may either revoke the building permit, reinstate the building permit or reinstate the permit with conditions.

7. In the Historic Downtown Combining District, design and construction conditions exist which are unique and are not generally found elsewhere in the city. Structures were often constructed on or near lot lines and abut one another in many cases. Storefronts and building facades have often been redesigned, covered or otherwise subjected to major alterations over the

years. Due to these peculiar conditions, it is sometimes in the interest of enhancing the character of the district to make an exception to the building design criteria and/or signage, landscaping, setbacks, fencing and screening requirements. Where it is deemed that the physical and economic well being of the district would be better served by such an exception rather than the strict application of the above-mentioned building design criteria and other ordinance requirements, the Director may initiate and/or recommend to the Planning Commission that such exception be made, pursuant to Chapter 17.52.090.

8. Minor improvements to buildings in the historic downtown combining district shall be exempt from the downtown design review process. Nothing in this Chapter shall be construed to prevent the construction, reconstruction, alteration or demolition of any structure in the downtown that in the view of the Chief Building Official is required for the public safety because of an unsafe or dangerous condition. Improvements exempted shall include:

   a. Repair of awning, or replacement of windows, doors or roofs.
   b. Painting of buildings so long as the colors are consistent with the downtown design guidelines and the colors have been approved by the Planning Director.
   c. The, alteration or renovation of single-family dwellings within the downtown.

H. **Demolitions**

Demolition of a building or a portion of a building in the downtown district shall require the owner of the building or agent to gain approval from the Wasco Planning Department through the Site Plan Review process prior to the proposed demolition. All demolitions shall require a demolition permit through the Wasco Building Department.

17.24.050 Precise Development Plan Combining District.

A. **Purpose and Applicability**

The purpose of the P-D district is to designate areas with unique site characteristics, sensitive environmental conditions, areas surrounded by sensitive land use or other conditions not otherwise addressed elsewhere herein. Creative design approaches and flexibility in development regulations may be used to ensure that developments in such areas are compatible with those constraints.

Each P-D district shall be designated as follows: R-1-PD-01. This reflects the base zone district combined with a precise development plan overlay and the number assigned to the PD District plan.

B. **Permitted Uses and Permit Requirements**

Uses permitted or conditionally permitted shall be those uses permitted by the base zone with which the P-D District is combined. Although the overlay is combined with a base zone, once applied, uses and development requirements shall be consistent with the approved Precise Development (PD) Plan permit. A PD Permit shall be approved currently with approval of the PD Combining District. PD permit requirements are outlined below in Section 17.24.050 D.

C. **Development Standards.**

All development shall be consistent with the goals and policies of the General Plan and with base zone uses. However development standards and lot sizes may deviate from the base zone and density transfers within the PD area shall be allowed as long as the overall density of the General Plan land use designation for the PD area is adhered to. The following general development standards apply within the P-D Combining District.

TABLE 2-12 GENERAL DEVELOPMENT STANDARDS PRECISE DEVELOPMENT PLAN COMBINING DISTRICT		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area	**5 acres**	**See Section 17.24.050 D Permit Procedures**
Parking	**Determined by PD Plan Approval**	
Landscaping		
Minimum Setbacks		
Front **Side** **Rear**	**Determined by PD Plan Approval**	**See Section 17.24.050 D Permit Procedures**
Structure Height		
Height	**Determined by PD Plan Approval**	**See Section 17.24.050 D Permit Procedures**
Number of Stories		

1. Development proposed within a P-D District shall be superior to development that could occur under the development standards of the base zone district in at least two of the following ways:
   a. Greater open space and common areas than required;
   b. Greater landscaping than required that enhances the public street appearance (including street trees, benches, lights, special paving, water fountains, etc.) or increases landscape buffers with adjacent properties;
   c. Design features beyond those required through the design district or subdivision regulations to achieve superior site and/or building design;
   d. Greater connectivity to surrounding public streets, bike paths, pedestrian walkways, and public open spaces than required by zoning or subdivision regulations;

e. Enhanced environmental preservation by clustering development to preserve sensitive plant or wildlife habitat, biological resources, or contiguous open space;

f. Reduced impacts on surrounding properties, in terms of privacy, access to sunlight, shadow, views, building bulk, noise, or other types of negative impacts, beyond what would be achieved under existing requirements.

2. Development standards and criteria may be deviated; provided, that such deviations are identified in the permit application and justification provided to support all requested deviations to standards to the satisfaction of the planning commission.

D. **PD Plan Permit Procedures**

No use shall be established, no development shall occur or grading permit shall be issued for any use or development within a P-D Combining District until a PD permit application has been submitted to and approved by the planning commission in accordance with the procedures set out in Chapter 17.74 of this title. The action of the planning commission may be appealed to the city council in accordance with Chapter 17.72.

1. Application Contents.

An application for PD site development review shall include the following:

a. Legal description of property;

b. Preliminary title report;

c. A site development plan drawn at the scale specified by the planning director, which includes the following information:

i. A detailed elevation of the proposed project;

ii. Topography and proposed grading;

iii. Proposed development in relationship to all surrounding development plans;

iv. The location, dimension and ground floor area, and uses of all existing and proposed buildings and structures on the subject property;

v. Proposed landscaping;

vi. Streets and existing and proposed driveways and curb cuts;

vii. Proposed dedications and improvements in accordance with applicable improvement standards for the area;

viii. Location, height and materials of walls and fences;

ix. Existing and proposed utility connections (locations of utility connections)

c. A narrative description of the proposed development including the development objectives, proposed mix of uses, target market, and timeframe of development.

2. Review and Approval Procedures

a. Each application shall be reviewed by the Planning Director to ensure that the proposal complies with requirements of this Section. Upon being deemed complete the application shall be scheduled for hearing before the Planning Commission concurrently with the Commission's review of the PD Combining District request.

b. The Planning Commission shall conduct a public hearing on an application for a PD Permit before making a decision on the application. Notice of the hearing shall be provided in compliance with Chapter 17.74.

c. The Commission's decision is appealable to the City Council in compliance with Chapter 17.72.

3. Findings and Decision

Following a hearing, the commission shall record the decision in writing and shall incorporate therein the findings upon which the decision is based. The commission may approve and/or conditionally approve a PD permit application in whole or in part.

4. Time Limit on Approval. If development approved in accordance with this chapter had not commenced within two years of the approval, the approval shall become null and void and of no effect, unless an extension has been requested and granted by the planning director. All requests for extensions must be in written form and must be received by the planning director. This provision shall also apply to any applications approved in conjunction with a tentative parcel map or a tentative tract map. In such case, the expiration period shall coincide with that of the approved tentative parcel map or the tentative tract map, as applicable.

5. Minor Plan Modifications. The planning director may approve minor plan modifications to an approved P-D site development plan in accordance with the procedures set out in Section 17.52.100 of this title, but only if the planning director can determine that the requested modification(s) do not constitute a substantial change in the approved project.

6. Permit Revocation and Modifications. Any permit issued pursuant to this chapter may be revoked or modified pursuant to Section 17.52.110 of this title.

17.26.060 Cluster Combining District.

A. **Purpose**

The purpose of the Cluster (C-L) Combining District is to promote development of imaginative well-designed residential and commercial developments which may have special setback, design or other features to preserve open space, promote desirable

and/or affordable housing, preserve agricultural lands, and maximize the use of shared public and private recreational facilities.

B. **Permitted Uses and Permit Requirements**

Uses permitted or conditionally permitted shall be those uses permitted by the base zone with which the C-L District is combined. Although the overlay is combined with a base zone, once applied, uses and development requirements shall be consistent with the approved C-L Site Plan Review permit. A C-L Site Plan Review Permit shall be approved currently with approval of the C-L Combining District. C-L Site Plan Review permit requirements are outlined below in Section 17.24.060 D.

C. **Development Standards.**

The following general development standards apply within the C-L Overlay zone.

TABLE 2-13 GENERAL DEVELOPMENT STANDARDS CLUSTER COMBINING DISTRICT		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area /Density	**None, except the overall development density shall not exceed the density established by the General Plan land use category applicable to the area in which the development is located**	
Parking	**Per the requirements of the base zone**	
Landscaping		
Minimum Setbacks		
Front **Side** **Rear**	**Per the requirements of the base zone**	
Structure Height		
Height	**Per the requirements of the base zone**	

1. Development proposed within a C-L District shall be superior to development that could occur under the development standards of the base zone district in at least two of the following ways:
   a. Greater open space and common areas than required;
   b. Greater landscaping than required that enhances the public street appearance (including street trees, benches, lights, special paving, water fountains, etc.) or increases landscape buffers with adjacent properties;
   c. Design features beyond those required through the design district or subdivision regulations to achieve superior site and/or building design;

d. Greater connectivity to surrounding public streets, bike paths, pedestrian walkways, and public open spaces than required by zoning or subdivision regulations;
e. Enhanced environmental preservation by clustering development to preserve sensitive plant or wildlife habitat, biological resources, or contiguous open space;
f. Reduced impacts on surrounding properties, in terms of privacy, access to sunlight, shadow, views, building bulk, noise, or other types of negative impacts, beyond what would be achieved under existing requirements.

2. Development standards and criteria may be deviated; provided, that such deviations are identified in the permit application and justification provided to support all requested deviations to standards to the satisfaction of the planning commission.

D. **C-L Plan Permit Procedures**

No use shall be established, no development shall occur or grading permit shall be issued for any use or development within a C-L District until a C-L Site Plan Review permit application has been submitted to and approved by the Planning Director in accordance with the procedures set out in Sections 17.52.060 of this title.

1. Application Contents.
An application for C-L Site Plan Review permit shall include the following:
   a. Legal description of property;
   b. Preliminary title report;
   c. A site development plan drawn at the scale specified by the planning director, which includes the following information:
      i. Topography and proposed grading;
      ii. Proposed development in relationship to all surrounding development plans;
      iii. The location, dimension and ground floor area, and uses of all existing and proposed buildings and structures on the subject property;
      iv. Proposed landscaping;
      v. Streets and existing and proposed driveways and curb cuts;
      vii. Location, height and materials of walls and fences;
      viii. Existing and proposed utility connections (locations of utility connections)
   d. A narrative description of the proposed development including the development objectives, proposed mix of uses, target market, and timeframe of development.

2. Time Limit on Approval. If development approved in accordance with this chapter had not commenced within two years of the approval, the approval shall become null and void and of no effect, unless an extension has been requested

and granted by the planning director. All requests for extensions must be in written form and must be received by the planning director. This provision shall also apply to any applications approved in conjunction with a tentative parcel map or a tentative tract map. In such case, the expiration period shall coincide with that of the approved tentative parcel map or the tentative tract map, as applicable.

3. Minor Plan Modifications. The planning director may approve minor plan modifications to an approved C-L site development plan in accordance with the procedures set out in Section 17.52.100 of this title, but only if the planning director can determine that the requested modification(s) do not constitute a substantial change in the approved project.

4. Permit Revocation and Modifications. Any permit issued pursuant to this chapter may be revoked or modified pursuant to Section 17.52.110 of this title.

17.24.070 Geological Hazard Combining District.

A. **Purpose**

The purpose of the Geological Hazard (G-H) Combining District is to protect the public's health, safety and minimize property damage by designating areas that are subject to or are potentially subject to surface faulting ground shaking, ground failure or other geologic hazards by establishing reasonable restrictions on land use in such areas. (Ord. 486 §1 (Exh. A (part)), 2003).

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B. **Permitted Uses and Permit Requirements**

Uses permitted or conditionally permitted shall be those uses permitted by the base zone with which the G-H District is combined. Although the overlay is combined with a base zone, once applied, uses and development requirements shall be consistent with the approved G-H Site Plan Review permit. A G-H Site Plan Review Permit shall be approved currently with approval of the G-H Combining District. G-H Site Plan Review permit requirements are outlined below in Section 17.24.070 D and in Section 17.52.060.

C. **Development Standards.**

The following general development standards apply within the G-H Combining District.

TABLE 2-14 GENERAL DEVELOPMENT STANDARDS GEOLOGICAL HAZARD COMBINING DISTRICT		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area /Density	**Per the requirements of the base zone**	
Parking		
Landscaping		
Minimum Setbacks		
Front **Side** **Rear**	**Per the requirements of the base zone, except as modified in accordance with the standards approved with the G-H Site Plan Review permit**	
Distance Between Structures		
Structure Height		
Height	**Per the requirements of the base zone, except as modified in accordance with the standards approved with the G-H Site Plan Review permit**	

1. Development in the G-H district shall comply with the mitigation measures recommended in the geological report required by Section 17.24.070 D of this section as approved by the City of Wasco city engineer. In any event, structures for human occupancy shall be set back at least fifty feet from any active fault trace or one hundred feet from any fault trace which cannot be precisely located or is depicted as "inferred" on the Kern County Seismic Hazard Atlas.

D. **G-H Plan Permit Procedures**

No use shall be established, no development shall occur or grading permit shall be issued for any use or development within a G-H District until a G-H Site Plan Review permit application has been submitted to and approved by the Planning Director, City Engineer, and Planning Commission.

1. Application Contents.
   a. Name(s) and address(es) of applicant(s).
   b. Name(s) and address(es) of property owner(s).
   c. APN (Assessor Parcel Number(s)).
   d. Legal description of property.
   e. A site development plan drawn at the scale specified by the planning director, which includes the following information:
      i. Topography and proposed grading;
      ii. Location and extent of all geologic hazards including area subject to surface faulting, ground shaking, ground failure and other geologic hazards;
      iii. Location of all proposed buildings and structures;

iv. Location of proposed streets, roads, and parking areas;
v. Proposed drainage improvements;
vi. North arrow.

f. A geological report prepared by a qualified engineering geologist, certified by the State of California, that includes the following information:
   i. The original signature and certification, number of the responsible geologist;
   ii. An index map showing the regional setting of the study area;
   iii. A description of the study methods used; the methods may include (but are not limited to) field traverses and inspections, test pits or trenches, drill holes, geophysical investigation, aerial photo analysis, and review of previously published or unpublished maps and reports;
   iv. On an appropriate topographic base an original geological map of the site and as much of the surrounding area as is practical. The scale shall be one inch to one hundred feet for complementary geologic maps emphasizing special features or hazards;
   v. One or more geologic structure sections showing actual or probable subsurface relations and clearly labeled as to which relations are conjectural;
   vi. A statement of conclusions and recommendations regarding suitability of proposed uses, including (but not limited to) buildings, structures, roads, and sewer systems in relation to the existing or potential geologic hazards and recommended mitigation measures with respect to the following:
      - ✓ Location of buildings, structures, roads, and septic systems in relation to identified geologic hazard or hazards,
      - ✓ Method of construction,
      - ✓ Grading,
      - ✓ Removal of native vegetation and replanting,
      - ✓ Any other aspect of construction or site development that has a clear relationship to the identified geologic hazard or hazards.

g. A list of references of geologic literature used in evaluating the site.

DIVISION 3

Community & Project Design

Chapter 17.30 – Site Planning and General Development Standards

17.30.010 – Building Across Property Lines
17.30.020 - Canopy Structures
17.30.030 - Fences and Walls
17.30.040 – Height Limits & Measurement
17.30.050 – Lighting
17.30.060 – Mechanical Equipment & Utilities
17.30.070 – Minimum Lot Size Interpretation
17.30.080 - Screening & Storage
17.30.090 – Setback Measurements and Exceptions
17.30.100 – Solar Energy Systems
17.30.110 - Swimming Pools
17.30.120 – Yard Encroachments

Chapter 17.32 – Density Bonuses for Affordable and Seniors Housing

17.32.010 Purpose and Applicability
17.32.020 Density Bonus Eligibility
17.32.030 Incentives and Concessions
17.32.040 Applications For Bonus Requests

Chapter 17.34 – Landscaping

17.34.010 Purpose and Applicability
17.34.020 Landscape Plan Required
17.34.030 Landscape Requirements

Chapter 17.36 – Off-Street Parking & Loading

17.36.010 Purpose and Intent
17.36.020 Applicability
17.36.030 Parking Requirements for Residential Uses
17.36.040 Parking Requirements for Non-Residential Uses
17.36.050 Parking Area Design Standards
17.36.060 Shared/Joint-Use and Off-Site Parking
17.36.070 Disabled Parking
17.36.080 Bicycle Parking
17.36.090 Off-Street Loading
17.36.100 Vehicle Storage Area Requirements

Chapter 17.38 – Signs

17.38.010 Purpose and Intent
17.38.020 Applicability
17.38.030 Exempt Signs
17.38.040 Prohibited Signs
17.38.050 Political Signs
17.38.060 Master Sign Plan
17.38.070 Permanent Sign Standards & Allowed Sign Area
17.38.080 General Provisions for Permanent Signs
17.38.090 Standards for Specific Types of Permanent Signs
17.38.100 Standards for Temporary Signs
17.38.110 Off-Site Residential Subdivision Directional Signs
17.38.120 Vintage Signs
17.38.130 Nonconforming Signs
17.38.140 Abandoned Signs
17.38.150 Sign Exceptions

Chapter 17.30 – Site Planning and General Development Standards

Sections

17.30.010 – Building Across Property Lines
17.30.020 - Canopy Structures
17.30.030 - Fences and Walls
17.30.040 – Height Limits & Measurement
17.30.050 – Lighting
17.30.060 – Mechanical Equipment & Utilities
17.30.070 – Minimum Lot Size Interpretation
17.30.080 - Screening & Storage
17.30.090 – Setback Measurements and Exceptions
17.30.100 – Solar Energy Systems
17.30.110 - Swimming Pools
17.30.120 – Yard Encroachments

17.30.010 Building Across Property Lines.

Provided legal parcels of record are owned by the same property owner(s), a building or buildings that establish the main use may be developed across property lines to merge the properties into one parcel for the determination of property development standards. A lot merger or lot line adjustment shall be required as a condition of approval.

17.30.020 Canopy Structures.

The following regulations apply to canopies and canopy structures as defined in Chapter 90, Definitions.

A. **Canopy Structures in Residential Zones**

1. Permanent canopy structures are prohibited in the front yard area.

2. Temporary canopies and tents of any size may be erected in any location with the exception of the front setback and/or street side setback areas, for a period of not more than three days.

B. **Canopy Structures in All Other Zones**

1. Permanent canopy structures are permitted in the rear yard area only, subject to issuance of a Site Plan Review approval.

2. Temporary canopies and tents of any size may be erected in any non-residential zone in any location on a lot subject to the issuance of a Temporary Use Permit.

3. Decorative awnings constructed as a component or feature of an overall architectural design are allowed as an architectural projection. Awnings that project over a public right-of-way shall be subject to issuance of an Encroachment Permit.

17.30.030 Fences and Walls.

The following regulations apply to the construction and maintenance of fences and walls.

A. **Development Standards**

1. Fencing or wall materials, colors, textures and design of the fence or wall shall be compatible with on-site development and adjacent properties. The Planning Director, through the Site Plan Review process, may make exceptions to the use of prohibited materials as shown in Sub-section 6 below, based on architectural design and compatibility with surrounding development.

2. Fence or wall height shall be measured from the lowest adjacent grade to the uppermost part of the fence or wall except as allowed in Sub-section 3 below.

3. Where there is a difference in grade between adjoining property boundaries, a fence or wall height shall be measured from the higher of the two adjoining property grades so that the higher property may still achieve a 6'-7' fence or wall height. Such condition may require the fence or wall to be combined with a retaining wall (See Figure 3-1).

4. Temporary construction fencing that is of a chain link or wire type may be allowed within the front and street-side setback areas with the issuance of a Temporary Use Permit.

5. All fences and walls shall be subject to the height limitations described in Table 3-1, Fence and Wall Heights/Setbacks.

6. The corner lot street-side setback for a fence or wall shall be three (3) feet (See Table 3-1, Fence and Wall Heights/Setbacks).

7. Prohibited materials shall include:
    a. Razor or concertina wire in conjunction with a fence or wall.

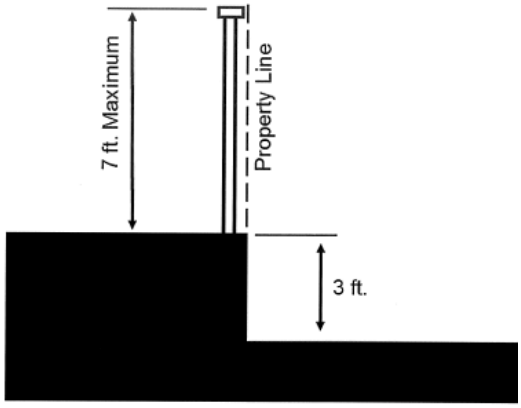
b. Barbed wire or electrified fence except in A-E or R-R zones for animal control.
c. Chain link, except in the I-L (light industrial), I-H (heavy industrial), and C-S (service commercial) zone districts.

TABLE 3-1 FENCE AND WALL HEIGHTS/SETBACKS		
Location	**Maximum Height**	**Setbacks**
Zones with Setback Requirements		
Within Front Setback	**4 ft.**	
Within Interior Side/Rear Setback	**7 ft.**	
At ≥ 3 Feet of Street Side Property Line	**7 ft.**	
Within 10 Feet of Alley & Street Intersections	**4 ft.**	
Zones with No Setback Requirements		
Within 15 Feet of Front property Line	**4 ft.**	
At ≥ 5 Feet of Street Side Property Line	**7 ft.**	
Setbacks		
Street Side on Corner Lot		**3 ft.**[1]

Note:

1) Setback may be adjusted to 0 ft. with Director's approval. A block retaining wall shall be required where a grade difference exists between the building pad elevation and the sidewalk elevation.

Figure 3-1
Fence & Wall Height with a Grade Difference



17.30.040 Height of Buildings and Measurement.

Structure height and the required methods for measuring the height of structures in compliance with the height limits established in Division 2 zoning districts are described as follows.

1. Maximum Height of Structures: The height of each structure shall not exceed the height limit established for the applicable zoning district in Division 2, Zoning Districts, Allowable uses and Standards, except as otherwise provided by this Section.

2. Height Measurement: The maximum allowable height shall be measured as the vertical distance from the finished grade of the site to an imaginary plane at the allowed number of feet above and parallel to the finished grade.

3. Exceptions to Height Limits: The height of telecommunications facilities may exceed the height limits established within the various zoning districts described in Division 2. The height of telecommunications facilities, including antennas, poles, towers, and necessary appurtenances shall comply with Chapter 17.42 in Division 4, Standards for Specific Land Uses.

4. No penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment, towers, steeples, roof signs, or other structures shall exceed the height limits provided in Division 2 of this Title.

17.30.050 Exterior Lighting.

Outdoor lighting on private property shall comply with the following requirements.

A. **Development Standards**

i. Outdoor lighting shall use energy-efficient (high pressure sodium, low pressure sodium, compact fluorescent, LED, or other lighting technology of equal or greater energy efficiency) fixtures/lamps.

ii. Lighting shall be shielded or recessed so that direct glare and reflections are confined to the maximum extent feasible within the boundaries of the site, and shall be directed downward and away from adjoining properties and public rights-of-way.

iii. No permanently installed lighting shall blink, flash, or be of unusually high intensity or brightness.

iv. Lighting fixtures shall incorporate full-cutoff features to avoid glare and up-light.

17.30.060 Mechanical Equipment and Utilities.

Mechanical equipment and utility screening shall comply with the following requirements.

A. **Development Standards**

1. Mechanical equipment shall be located within the building or ground mounted, and if ground mounted shall be screened from public view.

2. All residential air conditioning units shall be ground mounted and screened from public view.

3. Electrical boxes, gas meters, landscape irrigation equipment, and similar utility boxes shall either be painted to match the structure or screened by landscaping from public view.

17.30.070 Minimum Lot Size Interpretation

For the purpose of complying with the minimum lot size and minimum lot area per dwelling unit requirements, and other provisions of this chapter, the lot sizes or lot areas shall be net lot area and based on fractions or multiples of one acre equal to forty-three thousand five hundred sixty square feet.

17.30.080 Screening and Storage.

The following screening and storage requirements shall apply as indicated.

A. **Development Standards**

1. Where commercial or industrial property adjoins a residential zone, a six-foot high solid concrete block or masonry wall shall be located on the property line except in a required front yard, or the street side setback of a corner lot.

2. Approved uses that are not conducted entirely within a completely enclosed structure, on a site across a street or alley from a residential district shall be screened by a concrete block or masonry wall and be landscaped along the frontage of the wall to a height to be determined by the planning director. No materials or equipment shall be stored to a height greater than that of the wall or fence.

3. In a C-N, C-O, C-R, C-H and C-D district, all businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and loading areas, gasoline service stations, outdoor dining areas, nurseries, and garden shops.

4. Where commercial or office uses are so situated abutting property zoned for single-family residential use, the second story of the structure to be occupied as a commercial or office use shall be designed to limit visibility onto the adjacent residential property.

5. For industrial developments utilizing outside storage, the areas devoted to outside storage shall be treated with a dust binder or other dust control measure, as approved by the planning director. Screening, if required due to adjoining residential uses, shall also be provided.

6. All trash receptacles shall be screened so that they are not visually obtrusive from any off-site location. The location and method of screening for all trash receptacles shall be approved by the planning director.

17.30.090 Setback Measurements and Exceptions.

This Section establishes standards for the measurement of setbacks and required setback areas. These provisions are intended to provide for open areas around structures, access to natural light and ventilation, separation of incompatible uses, space for privacy, and access to structures for maintenance and safety.

A. **Measurement of Setbacks**

1. All setbacks shall be measured at right angles from the designated property line to the building or structure, and the setback line shall be drawn parallel to and at the specified distance from the corresponding front, side, or rear property line (See Figure 3-2, Setback Measurements).

2. Front Setback: A front setback shall be measured at right angles from the nearest point on the public right-of-way at the front of the parcel (or edge of access easement on a private street) to the nearest point of the wall of the structure.

3. Side Setback, Interior: A side setback shall be measured at right angles from the nearest point on the interior side property line of the parcel to the nearest point of the wall of the structure, establishing a setback line parallel to the interior side property line, which extends between the front and rear setbacks.

4. Street Side Setback: A street side setback shall be measured from the nearest point on the side property line coterminous with the street side public right-of-way, establishing a setback line parallel to the public street right-of-way. The street side setback extends between the front setback and the rear property line.

5. Rear Setback: A rear setback shall be measured at right angles from the nearest point on the rear property line of the parcel to the nearest point of the wall of the structure, establishing a setback line parallel to the rear property line.

B. **Setback Exceptions**

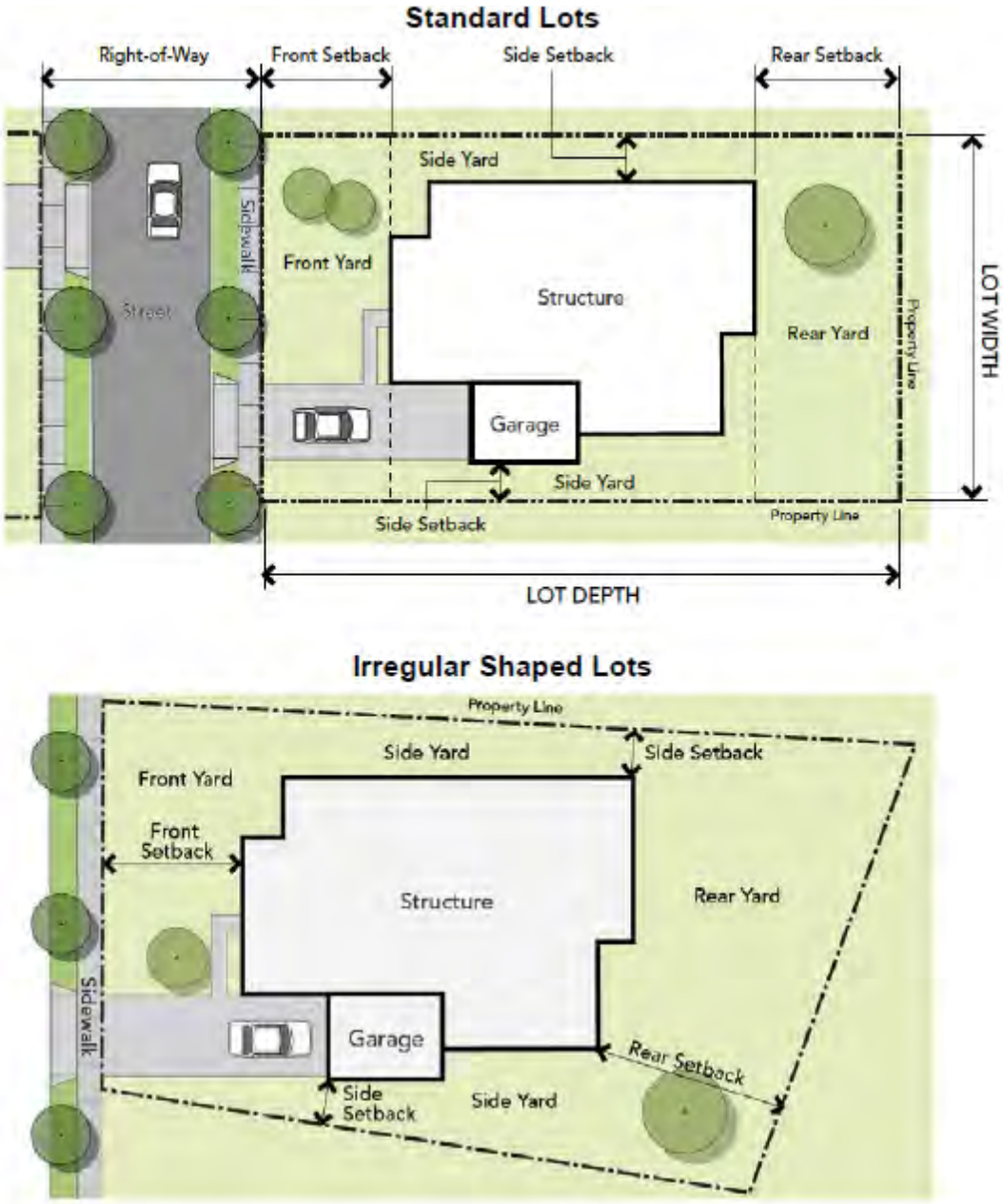
1. Where a front or street side "build-to-line" requirement is established by the applicable zoning district, a proposed structure shall instead comply with the build-to-line requirement.

   A build-to-line specifies the required location of new structures with respect to the street frontages of a site, so that proposed buildings will effectively assist in shaping the public space of streets and enhance the pedestrian experience.

2. Front Setback Averaging: Notwithstanding any of the minimum front yard setbacks required in all of the residential districts, the front yard minimum setback specified in these districts may be reduced where lots comprising forty (40) percent or more of the frontage on one side of a street between intersecting streets are developed with buildings having an average front yard with a variation of not more than ten feet.

   In such cases, no building newly erected or structurally altered may project beyond the average front yard line established by the existing buildings. In making this determination, buildings located more than thirty-five feet from the front property line or buildings facing a side street on a corner lot shall not be counted. In no case shall any building or structure be located within any planned future right-of-way.

Figure 3-2
Setback Measurement



17.30.100 Solar Energy Systems.

It is the intent of this Section to protect and maintain the importance of solar energy systems in implementing sustainability goals and policies of the City, and to implement all solar energy regulations as appropriate per the laws of the State of California.

A. **Location and Performance Standards**
In any single-family or two-family (duplex) dwelling, solar energy shall be permitted subject to the following provisions:

1. The City shall not require the approval for any solar energy system based on the approval of the system by an association, as that term is defined in Section 4080 of the Civil Code.

2. Ground-mounted systems shall conform to the setback requirements for the main structure and shall be located outside the front yard area to minimize their visibility from any public right-of-way.

3. Where practical, solar collector panels shall be roof mounted.

4. Roof-mounted collector panels shall be flush mounted at the same or as close as possible to the pitch of the roof, and where feasible, be placed in the location least visible from public streets, without reducing the operating efficiency of the collectors.

5. Equipment appurtenant to solar collectors, including electrical and related fixtures, shall be installed within a structure on which the collectors are mounted, and painted to match the building, where feasible, or shall be screened from public view.

6. A solar panel or module array shall not exceed the maximum permitted building height as set forth in this Zoning Code.

7. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories regarding safety.

17.30.110 Swimming Pools.

Swimming pool design and construction shall comply with the following requirements.

A. **Development Standards**

1. Location on Property: Swimming pools, including walk-around areas or aprons, shall not be located within the front yard, side yard, or street side yard setback areas. Swimming pools shall be located a minimum of five feet from the rear property line. However, the walk-around/apron area may encroach two and one-half feet into the rear five-foot area. Swimming pool equipment shall not be located within a street side yard or front yard setback area. Pumps, heaters, and other noise producing mechanical equipment shall not be located within fifteen feet of a bedroom window on adjoining property. Swimming pools shall not be located closer than ten feet to any building unless stamped engineering calculations reviewed by the building official demonstrates that placement closer than ten feet will not compromise the structural integrity of that building or foundation.

2. Screening: The swimming pool area shall be screened from view on all sides by way of a six-foot high solid wood fence, solid masonry wall, or similar barrier. Perimeter fencing on a lot may suffice for this purpose upon review and approval by the planning director. Swimming pool equipment shall be shielded to prevent noise.

3. Lighting: Any outdoor lighting of the pool area shall be positioned and directed so that it does not illuminate adjoining property, and shall comply with the requirements of Section 17.30.050.

4. Noise: The swimming pool shall be operated so as not to create a noise nuisance.

5. Maintenance: Swimming pools shall be maintained to be in good working order so as not to create a health and safety hazard.

6. Filling/Emptying: Emptying and filling of a swimming pool shall conform to any Council adopted water stage (see MC Chapter 13.22) during declared droughts or water emergencies by the city of Wasco.

7. Site Plan Review: Prior to the issuance of a building permit, a site plan depicting the location of the swimming pool, pool equipment, fencing, adjacent buildings, and property lines, shall be submitted to the planning department for review and approval.

17.30.120 Yard Encroachments.

Where yards are required by this chapter, those yards shall not be less in depth or width than the minimum dimension specified for any part, and they shall be at every point open and unobstructed from the ground upward, except as provided for below.

A. **Development Standards**

1. Cornices, canopies, eaves, or other similar architectural features not providing additional floor space within the building may extend into a required front, side, or rear yard no more than three feet.

2. Open, unenclosed, covered porches, platforms or landing places or other structures which are open on two or more sides which do not extend above the level of the first floor of the building may extend into any front or rear yard not more than six feet (see Tables 2-4 and 2-5). No variance may be granted for enclosure of these porches, platforms or landings.

3. Notwithstanding any of the minimum front yard setbacks required in all of the residential districts, the front yard minimum setback specified in these districts may be reduced where lots comprising forty percent or more of the frontage on one side of a street, between intersecting streets, are developed with buildings having an average front yard with a variation of not more than ten feet, and that average front setback is less than the minimum front setback specified for the district. In such cases, no building newly erected or structurally altered may project beyond the average front yard line established by the existing buildings.

4. Carport and garage structures with alley access may extend into the rear yard setback up to 10 feet, providing there is a minimum vehicular back-out distance of 25 feet from the carport or garage entrance.

Chapter 17.32 – Density Bonuses for Affordable and Seniors Housing

Sections:

17.32.010 Purpose and Applicability
17.32.020 Density Bonus Eligibility
17.32.030 Incentives and Concessions
17.32.040 Applications For Bonus Requests

17.32.010 Purpose and Applicability.

This Section is intended to implement the Housing Element of the General Plan and the requirements of Government Code Sections 65915 through 65918, offering incentives for the development of affordable housing for low and moderate income and senior citizen households. Where regulations are not specifically addressed in this Section or where conflicts exist between these provisions and the provisions of Government Code Sections 65915 through 65918, the provisions of the Government Code, as they may be amended over time, shall apply.

17.32.020 Density Bonus Eligibility.

In order to be eligible for a density bonus and other incentives as provided by this Section, a proposed housing development shall comply with the eligibility requirements specified in Government Code Sections 65915 through 65918. A density bonus and applicable incentives/concessions shall be granted if an applicant for a housing development seeks and agrees to construct a development that contains low-income, very low-income, moderate-income, and/or seniors housing units, the required percentages of which are described in Government Code Section 65915(b)(1) and outlined below.

1. At least 10 percent of the total number of proposed units are for low-income households, as defined in Health and Safety Code Section 50079.5; or

2. At least 5 percent of the total number of proposed units are for very low-income households, as defined in Health and Safety Code Section 50105; or

3. At least 10 percent of the total number of dwelling units in a common interest development, as defined in Civil Code Section 1351(f) and (k), for households of moderate income, as defined in Health and Safety Code Section 50093; or

4. The project is a senior citizen housing development as defined by Civil Code Sections 51.3 and 51.12.

Density bonuses provided by this Chapter shall only be available to housing developments of five or more dwelling units.

17.32.030 Incentives and Concessions.

An applicant for a density bonus may also request specific incentives or concessions from the city in addition to the density bonus. A qualifying project shall be entitled to one, two, or three of the following incentives, as allowed by Government Code 65915.

1. A reduction in the site development standards of this Zoning Code (e.g., site coverage, off-street parking, reduced lot dimensions and/or setback requirements);

2. Approval of mixed-use zoning not otherwise allowed in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the project will be located; and/or

3. Other regulatory incentives or concessions proposed by the developer or the City that will result in identifiable and actual cost reductions.

The City shall grant the incentive or concession requested by the applicant unless the City makes a written finding, based on substantial evidence, of either of the following:

a. The incentive or concession is not required in order to provide for affordable housing costs, as defined in Health and Safety Code 50052.5, or for rents for the targeted units to be set in compliance with Government Code Section 65915(c); or

b. The incentive or concession would have a specific adverse impact, as defined by Government Code Section 65589.5(d)(2), upon public health and safety, or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.

17.32.040 Applications for Bonus Requests.

A. **Site Plan Review**

An application for Site Plan Review shall be required for any density bonus request. Applications submitted under this process will be reviewed and acted on by the Planning Director. The Planning Director may, at his/her discretion, forward a Site Plan Review permit to the planning commission for their consideration and action. Decisions on applications by the Director and/or Planning Commission may be

appealed pursuant to Chapter 17.72, Appeals, in Division 7, Zoning Code Administration.

B. **Continuing Affordable Unit Availability**

1. Approval of an application for density bonus will require the developer to maintain the continued affordability of the designated lower-income units for a minimum of 30 years.

2. Density Bonus Agreement: In order to preserve long-term affordability, prior to issuance of a building permit for any dwelling unit in a development for which a density bonus has been awarded, the developer must enter into the City's standard density bonus agreement. The density bonus agreement will run with the land, be binding upon successors in interest, and be recorded with the County Recorder.

C. **Findings**

In addition to the findings required for the approval of the Site Plan Review permit and any other permit required for the project, the approval of a density bonus shall require the approving body to first make all of the following findings:

1. The project will be consistent with the General Plan, except as provided by this Section with regard to maximum density, density bonus, and any other incentives and concessions;

2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;

3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section;

4. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c); and

5. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

Chapter 17.34 – Landscaping

Sections:

17.34.010 Purpose and Applicability
17.34.020 Landscape Plan Required
17.34.030 Landscape Requirements

17.34.010 Purpose and Applicability.

The purpose of this Section is to establish a structure for planning, designing, installing, maintaining, and managing water-efficient landscapes in new construction and rehabilitated projects.

This Section shall supplement Ordinance No. 2015-659 adopting the State Model Water Efficient Landscape ordinance by reference, and shall apply to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, or design review; and

2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review.

17.34.020 Landscape Plan Required.

A landscape design package prepared by a licensed landscape architect or licensed landscape contractor shall be required for all applicable landscape projects and for any project involving the installation of artificial turf within the front or street side yards.

17.34.030 Landscape Requirements.

All landscape and irrigation plans shall be compliant with these standards and the State Water Efficient Landscape Ordinance as reflected in Exhibit A to Ordinance No. 2015-659 codified in this section. In addition the following design standards shall apply to all districts.

A. General Landscape Requirements

1. All areas within a required setback shall contain living groundcover or a combination of living and nonliving ground coverings as described below.

a. "Living groundcover" means low-growing plants or shrubs that after being planted will grow together to form a minimum of fifty percent coverage in one year or less.

b. "Nonliving groundcover" means forest humus or walk-on bark, rock, decomposed granite and other similar materials.

c. All soil surfaces are to be covered by plant materials or nonliving groundcovers.

2. Trees

a. Spacing of trees to be variable depending on type and eventual size, but that there be a general minimum standard of one tree with a minimum trunk diameter of two inches at four feet above finished grade at time of planting, for each twenty feet of frontage of a required landscaped setback, exclusive of vehicular sight lines.

b. Trees to be used in parking lots shall be of a type that will form a full head on a single trunk, i.e., Chinese Elm, Chinese Pistache, Golden Rain, Valley Oak or other approved species. All trees planted within public right-of-way shall be consistent with the city street tree master plan.

c. Where trees are planted in paved areas which are unprotected by curbs they shall have a protective tree grate or equivalent device. Tree grates shall be cast iron with a natural finish. A deep root-directing device shall also be used.

d. Landscape setback areas (excluding driveway approaches, maneuvering areas, and public sidewalks) shall be landscaped. Within this area, trees shall not be planted more than twenty feet apart, and shall not be planted within five feet of any curb, sidewalk or driveway unless a root-directing device is used. No plant that will grow to a height of more than eighteen inches shall be planted in the street right-of-way or within sight triangles unless approved as a street tree consistent with the city street tree master plan.

3. Shrubs

a. At least seventy-five percent of shrubs planted shall be of five-gallon minimum size.

b. Shrubs within a required setback shall be spaced in such a way so that at maturity the plants will provide fifty percent ground coverage.

4. Mounding

    a. Mounding shall not be proposed for landscape areas which are ten feet or less in width.

    b. Mounds shall be compacted prior to planting to prevent excessive settlement.

    c. Black plastic shall not be used under wood chips on mounds, or slopes in general.

    d. Mounds may not be used within street corner sight triangles, or in areas that will create hazards to pedestrians or motorists.

5. Parking Lots

    a. Trees shall be planted in all parking lots at a 1:3 ratio of trees to parking stalls.

    b. Such tree planters shall contain approved trees on thirty-foot centers or in such a manner as to have fifty percent shade coverage of the parking lot in ten years.

    c. Shrubs and trees to be arranged in such a way as to avoid damage from the front of parked cars extending into the planter areas.

6. Turf

    a. Installation of turf shall be in accordance with the requirements of these standards and the State Water Efficient Landscape Ordinance as reflected in Exhibit A to Ordinance No. 2015-659 codified in this section.

7. Irrigation Plans

    a. All landscaped areas of living plant materials shall be irrigated. Irrigation plans shall be required to be submitted along with landscape plans. All proposed irrigation systems shall be in accordance with the requirements of the State Water Efficient Landscape Ordinance as reflected in Exhibit A to Ordinance No. 2015-659 codified in this section.

8. Park Strips

    a. Park strips shall be developed in accordance with these standards and the State Water Efficient Landscape Ordinance, the City of Wasco Subdivision Ordinance and the following standards:

i. Drought tolerant trees from the City's Master Street Tree List shall be planted every thirty feet and shall be drip irrigated.

ii. Drought tolerant groundcover shall be installed in all new park strips. Groundcover shall mean low-growing spreading plants not over 12 inches in height when mature. Drought tolerant groundcover shall also include permeable pavers, compacted decomposed granite, or other similar nonliving permeable material. Drought tolerant groundcover shall not include grass, bark, gravel or any other material that may be easily relocated outside the park strip area. Solid concrete or asphalt paving is prohibited.

B. Residential Landscape Requirements

1. All new residential landscaping shall be installed in accordance with these standards and the State Water Efficient Landscape Ordinance as reflected in Appendix A to the ordinance codified in this section.

2. New front yard landscaping shall include a minimum of two drought tolerant shade trees from the City's Master Street Tree List.

3. A maximum of forty percent of the required front yard setback area may be paved for access to off-street parking or driveway access to off-street parking. An additional maximum of ten percent may be paved for walkways or uncovered patio use (See Figure 3-3).

4. Paved/hardscape courtyards are permitted in the front yard and may exceed the forty percent maximum paving requirement; provided, that there is a solid barrier preventing vehicular access to the courtyard area. Barrier screening for paved courtyard areas shall be located a minimum of five feet behind the back of the sidewalk and shall be no taller than four feet. Barrier screening materials shall be limited to natural stone, masonry or block walls, wooden fencing that is stuccoed to match the residence, and/or wrought iron fencing. The courtyard area shall have a minimum of twenty percent permeable paving materials to allow for water infiltration. Paved areas shall not drain onto adjacent properties. The area between the fence and sidewalk shall be landscaped with drought tolerant plants and groundcover (See Figure 3-4 example).

5. Turf shall not exceed twenty-five percent of the total landscaped area of the lot.

6. All plant materials shall have a WUCOLs water rating of low or very low.

7. Living plant material shall provide coverage of not less than fifty percent of the landscaped area in front yards within one year of planting.

Figure 3-3
Front Setback Area – 40% Maximum Vehicle Access Paving

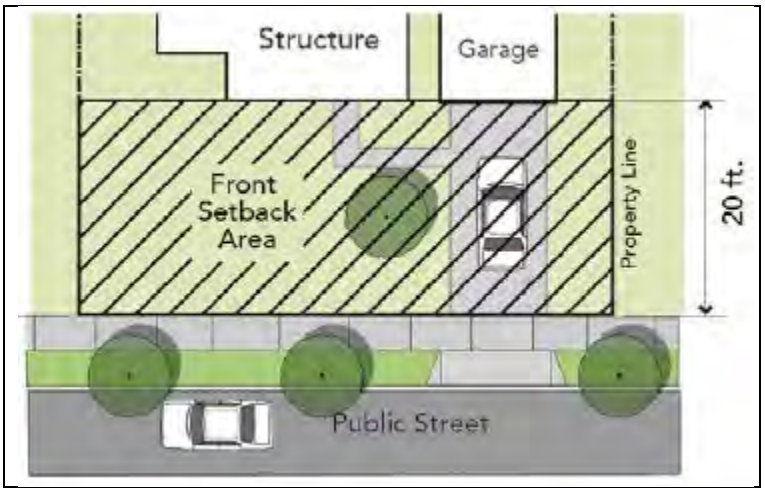


Figure 3-4
Front Yard Courtyard Example

C. Commercial, Industrial and Multi-family Landscape Requirements

1. For parking lots containing six or more spaces landscape islands of a minimum area of eighty square feet shall be established at a maximum separation of ten continuous parking stalls. The islands shall be landscaped with groundcovers and with a minimum of one fifteen-gallon tree planted in each island. Actual numbers of trees will be based on the size of the project as determined by the planning director.

2. All landscaping as required in this chapter shall be reviewed by the planning director as to the type, density of planting and size of plants intended for use. All landscaped areas shall be permanently maintained in good condition by the property owner.

3. All landscaped areas in commercial, industrial, and multifamily projects shall be surrounded with six-inch-high concrete curbing, unless waived by the site plan review committee.

4. All landscaping on public property and parks shall conform to standards adopted by the city of Wasco and Wasco recreation and park district.

5. Buffer planting shall occur along freeways and major arterials in order to visually screen uses and provide noise reduction. The landscaping shall be in addition to screening requirements set forth in this chapter.

Chapter 17.36 – Off-Street Parking & Loading

Sections:

17.36.010 Purpose and Intent
17.36.020 Applicability
17.36.030 Parking Requirements for Residential Uses
17.36.040 Parking Requirements for Non-Residential Uses
17.36.050 Parking Area Design Standards
17.36.060 Shared/Joint-Use and Off-Site Parking
17.36.070 Disabled Parking
17.36.080 Bicycle Parking
17.36.090 Off-Street Loading
17.36.100 Vehicle Storage Area Requirements

17.36.010 Purpose and Intent.

This Section establishes regulations to:

1. Regulate off-street parking and loading to minimize traffic congestion and hazards to motorists, bicyclists, and pedestrians;

2. Provide off-street parking in proportion to the needs generated by different land uses; and

3. Ensure that parking areas are designed to operate efficiently and effectively and in a manner compatible with on-site and surrounding land uses.

17.36.020 Applicability.

Each land use and structure, including a change or expansion of a land use or structure shall be provided continuously maintained off-street parking and loading areas in compliance with this Chapter. A land use shall not be commenced and a structure shall not be occupied until the improvements required by this Chapter are satisfactorily completed.

17.36.030 Parking Requirements for Residential Uses.

Off-street parking spaces shall be provided in compliance with Table 3-2 (Off-Street Parking Requirements: Residential Uses). These standards shall be considered the minimum required to preserve the public health, safety, and welfare of the community. An increase or decrease in the parking requirements may be determined by the Review Authority in particular circumstances where these Requirements are inadequate or

inappropriate for a specific use. These cases may be determined through a parking study if required by the Reviewing Authority.

A. Uses Not Listed. The number of parking spaces required for land uses not specifically listed shall be determined by the Planning Director based on common functional, product, or compatibility characteristics and activities. The determination is considered a formal interpretation of the Zoning Code and shall be recorded accordingly. The interpretations shall have the same force of law as the provisions of this Section.

TABLE 3-2 OFF-STREET PARKING REQUIREMENTS: RESIDENTAL USES	
Land Use	**Minimum Parking Spaces Required**
Accessory Dwelling Unit	**See Article 4, Section 17.40.010**
Single-Family Dwelling (Attached & Detached) Two-Family Dwellings	**2 covered spaces per dwelling unit**
Multi-family Dwellings	**2 covered spaces per dwelling unit plus guest parking at: 1 guest space per each 2 dwelling units**
Boarding or Rooming House	**1 space per bedroom or 1 space per 150 s. f. of gross floor area, whichever is greater**
Farm Labor Housing	**2 spaces per dwelling unit**
Group/Foster Homes, Licensed	**2 spaces per dwelling unit, covered if single-family**
Mobilehome	**2 spaces per dwelling**
Mobilehome Park	**1.5 spaces per dwelling unit plus guest parking at: 1 guest space per each 2 dwelling units**
Residential Hotel	**1 space per bedroom**
Retirement/Rest Home	**1 space per 4 resident beds plus 1 space per 2 employees at maximum shift**
Supportive Housing	**0.5 spaces per bed plus 1 space per employee at maximum shift**
Transitional Housing	**0.5 spaces per bed plus 1 space per employee at maximum shift**
Senior Housing (age restricted to 55+)	**1 space per unit and 1 guest space per 4 units**

B. Residential Parking Specific Requirements

1. Each required parking space shall be in a garage or carport located behind the required front setback or street side setback on a corner lot and shall be served by a driveway of no less than 20 feet in length.

2. A maximum of forty percent of the required front yard setback area may be paved for driveway access to off-street parking.

3. Each single-family residential unit requires two covered spaces, which must be accessed from a paved surface approved and designed to city of Wasco standards.

4. Each single-family dwelling unit that has street access shall have a drive approach a minimum of twelve feet in width with a minimum vertical clearance of fifteen feet.

5. Parking for accessory dwelling units shall be provided in conformance with Division 4, Section 17.40.010

6. Each multi-family residential unit requires a minimum of two covered spaces.

7. Multifamily developments with four or fewer units shall have a drive approach a minimum of twelve feet in width with a minimum vertical clearance of fifteen feet. Multifamily developments with five or more units shall have a drive approach a minimum of twenty feet in width with a minimum vertical clearance of fifteen feet

8. Only parking of automobiles, pick-ups and motorcycles (collectively referred to herein as "motor vehicles") is permitted on driveways leading to garage parking or other approved off-street parking spaces, or on an improved parking area abutting a driveway or improved parking area (See Figure 3-5) defined as follows:

    a. "Driveway" means the hard-surfaced area leading from the public street to garage parking or other approved off-street parking space that is surfaced by concrete, bricks, pavers, or other similar materials. The driveway width shall not exceed the width of the garage or other approved off-street parking space.

    b. "Improved parking area" means an area abutting the driveway surfaced by concrete, bricks, pavers, or other similar materials and located between the driveway and the nearest interior side property line. An improved parking area may not be located between the driveway and the secondary street of a corner lot.

9. Parking of recreational vehicles, as defined in Chapter 17.80, is not allowed on driveways leading to garage parking or other approved off-street parking spaces except as provided for under Section 17.80.050 for temporary loading, unloading, and/or cleaning, not to exceed twenty-four hours.

10. No person shall park any motor vehicle, or recreational vehicle as defined in Chapter 17.80, within front yard and side-street yard areas, as defined in

Chapter 17.90, on any of the following areas or in any of the following configurations except as specifically permitted herein or elsewhere in the code:

a. On any unpaved surface.

b. Outside the driveway width area leading to the garage or other approved parking space or outside the improved parking area abutting the driveway, if any.

c. Such that a motor vehicle or recreational vehicle is straddling, or is partially on, a driveway or improved parking area and partially on an unpaved or paved surface (other than an improved parking area) next to the driveway, or such that it overhangs the public right-of-way.

d. A motor vehicle or recreational vehicle may not be parked in any configuration on a driveway or improved parking area which would require vehicle circulation outside the width of the driveway area.

11. Where single-car driveways exist, individual paved wheel tracks are allowable as long as they extend without interruption from the public right-of-way to a single-car garage or other approved single-car off-street parking space.

12. Permitted parking shall apply only to registered or operable motor vehicles. Unregistered and/or inoperable vehicles shall not be parked on driveways and/or improved parking areas, as defined herein, within the front or street side setback areas.

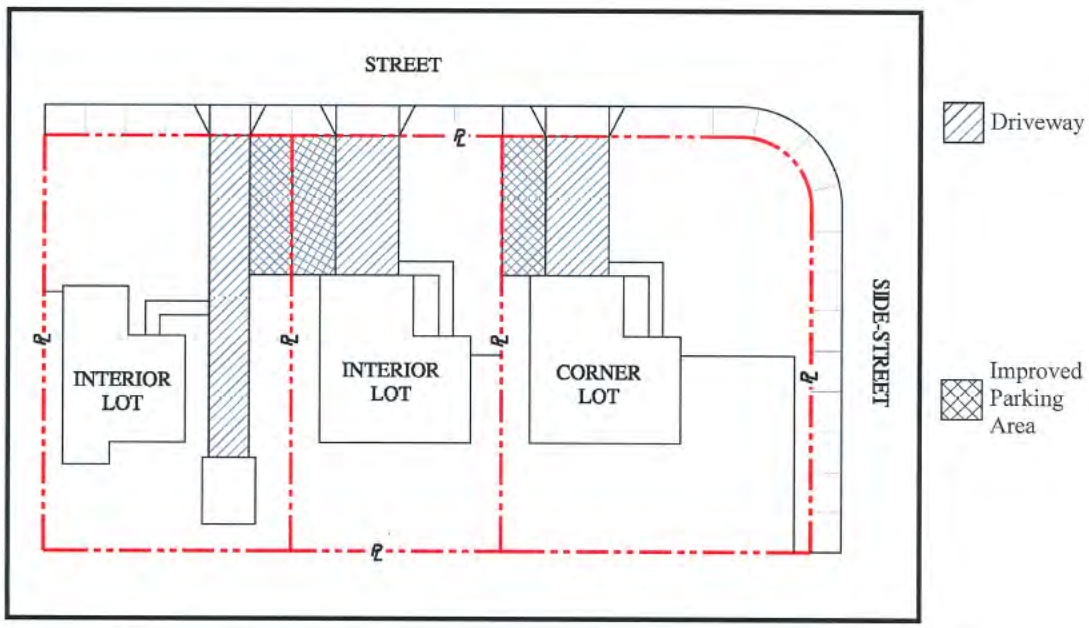


Figure 3-5, Residential Parking Location Restrictions

17.36.040 Parking Requirements for Non-Residential Uses.

Off-street parking spaces shall be provided in compliance with Table 3-3 (Off-street Parking Requirements for Commercial and Service Uses) and Table 3-4 (Off-street Parking Requirements for Industry, Manufacturing and Warehouse Uses), except as provided for in Sub-sections A and B below. These standards shall be considered the minimum required to preserve the public health, safety, and welfare of the community. An increase or decrease in the parking requirements may be authorized by the Review Authority in particular circumstances where these requirements are determined to be inadequate or inappropriate for a specific use. These cases may be determined through a parking study if required by the Reviewing Authority.

A. Uses Not Listed. The number of parking spaces required for land uses not specifically listed shall be determined by the Planning Director based on common functional, product, or compatibility characteristics and activities. The determination is considered a formal interpretation of the Zoning Code and shall be recorded accordingly. The interpretations shall have the same force of law as the provisions of this Section.

TABLE 3-3 OFF-STREET PARKING REQUIREMENTS: COMMERCIAL & SERVICE USES	
Land Use	**Minimum Parking Spaces Required**
Automotive/Vehicle Uses	
Auto/Motorcycle Sales & Leasing	1 space per employee plus 1 space per 2,000 s. f. of vehicle display area
Service/Fueling Station	1 space per 300 s.f. of office/retail
Vehicle Repair	2 spaces per service bay
Vehicle Supplies, Parts, Accessories	1 space per 300 s.f. of gross floor area
Vehicle Washing/Detailing	1 space per employee plus queuing as determined by Site Plan Review
Business, Financial & Professional Uses	
Financial Institutions	1 space per 250 s.f. of gross floor area
Medical Offices	1 space per 200 s.f. of gross floor area or 4 spaces per doctor
Offices - professional	1 space per 250 s.f. of gross floor area

TABLE 3-3 OFF-STREET PARKING REQUIREMENTS: COMMERCIAL & SERVICE USES	
Land Use	**Minimum Parking Spaces Required**

Eating & Drinking Establishments

Bars, Taverns, Cocktail Lounges	1 space per 50 s.f. of gross floor area
Bars, Taverns with Food Service	1 space per 50 s.f. of gross floor area
Restaurant	1 space per 100 s.f. of gross floor area
Restaurant with Drive-Thru	1 space per 100 s.f. of gross floor area plus queuing for 5 vehicles behind menu board. 2 spaces in queuing lane shall be credited in computing parking requirement.

Educational Uses

Business School	1 space per employee plus 7 spaces per classroom
College or University	1 space per employee plus 10 spaces per classroom
Preschool	1 space per employee plus 1 space per 10 children
Trade Schools, Learning Centers	1 space per employee plus 7 spaces per classroom

Institutional Uses

Art Gallery	1 space per 300 s.f. of gross floor area
Auditorium, Public/Private Assembly	1 space per 4 seats or 1 space per 30 s.f. of gross floor area, whichever is greater
Church, Religious Institutions	1 space per 4 seats or 1 space per 30 s.f. of gross floor area, whichever is greater

Medical-Related & Care Uses

Community Care Facility	1 space per 4 resident beds
Day Care, Licensed: 6 or fewer clients	No additional parking required beyond residential use
Day Care, Licensed: 7 or greater clients	1 space per employee plus 1 space per 10 clients
Hospital, Acute care Facilities	1 space for each 2 beds the facility is licensed for
Sanitarium	1 space per 3 beds

Recreation, Entertainment & Hospitality Uses

Bed & Breakfast	1 space per guest room plus 1 space per employee
Dance Hall, Ballroom	1 space per 30 s.f. of gross floor area
Health Club, Fitness Center	1 space per 100 s.f. of gross floor area
Hotel, Motel	1 space per guest room plus 1 space per each 2 employees. Banquet halls/meeting rooms require 1 space per 4 seats or 1 space per 30 s.f. of gross floor area, whichever is greater
Nightclub	1 space per 100 s.f. of gross floor area

TABLE 3-3 OFF-STREET PARKING REQUIREMENTS: COMMERCIAL & SERVICE USES	
Land Use	**Minimum Parking Spaces Required**
Retail Sales & Service Commercial Uses	
Barbers, Hairstylists & Nail Salons	2 spaces per employee
Laundromat	1 space per 3 washing machines
Laundry, Dry Cleaners	1 space per 250 s.f. of gross floor area
Retail Sales - General	1 space per 300 s.f. of gross floor area
Retail Sales – Bulky/Large Merchandise	1 space per 500 s.f. of gross floor area
Service Commercial - General	1 space per 500 s.f. of gross floor area
Wholesale Commercial Uses	1 space per 500 s.f. of gross floor area plus 1 space per 2 employees at maximum shift

TABLE 3-4 OFF-STREET PARKING REQUIREMENTS: INDUSTRY, MANUFACTURING & WAREHOUSE USES	
Land Use	**Minimum Parking Spaces Required**
Manufacturing, Assembly & Warehouse Uses	
Manufacturing & General Industrial Uses	1 spaces per employee plus 1 space per company vehicle
Storage & Open Uses (Outside of Buildings)	1 space per employee
Warehousing	1 space per 1,000 s.f. of gross floor area

B. Uses within the Historic Downtown Overlay District. Parking requirements for uses within the Historic Downtown Overlay District are shown in Table 2-11, Section 17.24.040 D.

C. Adjustments and Alternatives. All parking spaces required by this Chapter shall be located on the same parcel of land as the use to be served except as provided in Section 17.36.060. In addition, the Director may approve alternatives to providing the number or location of off-street parking spaces required, in accordance with the following standards.

1. Credit for Public Parking in the C-D District

   a. The Director may give credit for on-street parking spaces located within 200 feet of an entry of the building in which the use is located.

b. Spaces available in public parking lots located within 400 feet of the subject use may be counted toward the total amount of required off-street parking if the Director determines that the spaces are reasonably available for the use.

17.36.050 Parking Area Design Standards.

A. General Design Requirements.

1. **Location of Parking**: Off-street parking areas shall be located as follows:

a. Parking shall be located on the same parcel as the use served. Garage parking shall be located in compliance with the garage structure setback requirements of the applicable zoning district within which the use is located.

b. Parking for a non-residential use may be located on a separate parcel where the Reviewing Authority determines that the requirements and findings of Section 17.36.060, Shared/Joint Use and Off-Site Parking, are satisfied.

c. No parking space or aisle providing access to parking spaces shall be located in a required front setback or a street side setback of a corner lot.

d. All parking areas shall provide suitable maneuvering room so that all vehicles may enter an abutting street in a forward direction. The planning director may approve exceptions for single-family homes and other residential projects.

e. No parking space shall be located so that a vehicle will maneuver within twenty feet of a vehicular entrance measured from the face of the curb.

f. Off-street parking facilities shall be designed so that each space can function independently of any other space. Tandem parking spaces shall not be permitted.

g. Vehicle parking and access thereto shall be provided on a permanently paved surface. The planning director may approve exceptions for industrial property yard areas where an acceptable dust binder is used in conjunction with an aggregate surfacing material.

2. **Driveways and Site Access**: Driveways providing access from a street, alley or other public right-of-way shall be designed and constructed as follows:

a. Only one drive approach is allowed per frontage for single-family dwellings, except as provided for in Sub-Section 2 b below. Any drive approach shall

require an encroachment permit issued by the City of Wasco public works department.

b. Single-family lots with street frontage of 100 feet or greater on one street shall be eligible for two drive approaches (circular drive) with planning department approval.

c. All commercial and industrial developments shall have a drive approach a minimum of twenty feet in width with a minimum vertical clearance of fifteen feet.

d. Curb-cuts for proposed development shall be limited to the extent that access is provided to the site with the minimum of ingress and egress points so as to protect the safe traffic flow of abutting streets. Unless an exception is granted by the planning commission drive access points in commercial and industrial zones shall be shared access easements unless it is not feasible to do so.

e. When deemed necessary for the traffic safety of the community, the Planning Director shall have the right to require as a condition of granting approval of a planning entitlement, that a parcel provide an easement for purposes of vehicular access.

3. **Parking Lot Lighting**:

a. Lighting shall be hooded and arranged to direct light away from adjoining properties and streets.

b. Light standards within parking lots shall be a maximum of 20 feet in height. When the parking lot abuts a residentially zoned property light standards shall not exceed 15 feet in height.

4. **Electric Vehicle Charging Facilities**: Electric vehicle charging infrastructure shall be provided in required parking facilities for multi-family housing and nonresidential developments according to standards outlined by the California Green Building Standards Code. Where electric vehicle charging stations are provided in parking areas they shall follow the development standards outlined in the California Green Building Standards Code.

B. Parking Stall and Drive Aisle Dimensions.

Each parking stall, parking lot layout, and access aisle shall comply with the minimum dimension requirements in Table 3-5 and Figure 3-6.

TABLE 3-5 PARKING SPACE AND DRIVE AISLE DIMENSIONS					
Type of Parking Stall	**Stall Width**	**Stall Length[1]**	**Drive Aisle Width**	**Angle[2] Width**	**Angle[2] Length**
Parking Stall Angle					
Parallel (0°)	**8 ft**	**22 ft**	**12 ft**		
45 Degree	**9 ft**	**18 ft**	**16 ft**	**13' 5"**	**19' 8"**
60 Degree	**9 ft**	**18 ft**	**19 ft**	**11'**	**20' 10"**
90 Degree	**9 ft**	**20 ft**	**25 ft**		

Access Aisle[3]	**One-Way**	**Two-Way**
Multi-Family	**12 ft**	**20 ft**
Commercial, Industrial	**12 ft**	**25 ft**

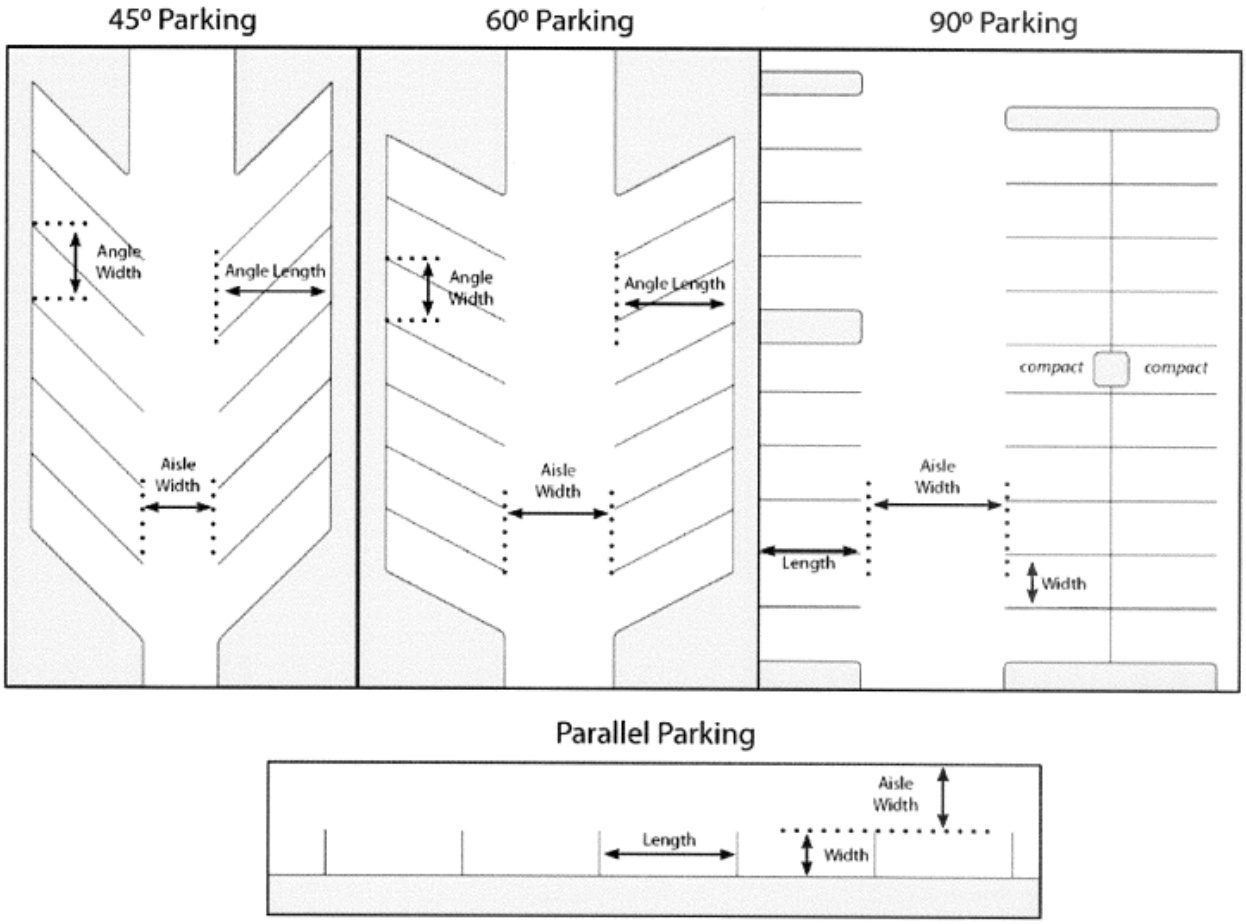
Notes:

[1] With the exception of parallel parking, wheel stops or a planter curb may be provided for each parking space. The wheel stops or planter curb shall be set a minimum of 24 inches from the forward end of the parking stall and shall be 6 inches high and made of concrete. If a planter curb is used in lieu of a wheel stop, the parking stall paving may be shortened to a minimum of 18 feet, and the planting materials contained in the area of the vehicle overhang shall be a low-growing ground cover.

[2] See Figure 3-6

[3] Access aisle dimensions assume no parking along them.

Figure 3-6
Minimum Dimensions for Parking Lot Layouts



C. **Landscape Standards for Parking Lots**.

Landscaping requirements outlined in this Section shall be applicable to all new development and to modification and/or expansion of nonconforming lots where the modification and/or expansion equals or exceeds 20 percent of the parking lot area or square footage of structures served by the parking lot.

1. **Landscape Coverage**: A minimum of five (5) percent of the parking lot shall be landscaped and maintained. This landscaping shall be in addition to any other landscaping required pursuant to this Division.

2. **Trees**: Trees shall be planted and maintained in all parking lots at a ratio of at least one tree per 10 parking spaces. Trees shall be of a variety that provides a wide canopy, subject to review and approval of the Planning Director. All newly planted trees shall be a minimum 15 gallon size with a one-inch diameter at breast height.

3. **Location of Landscaping**: Planting areas shall be evenly distributed as possible throughout the entire parking area. A landscaped planter of at least 80 square feet shall be provided at least every ten parking spaces and at the end of parking rows.

4. **Perimeter Parking Lot Landscaping**:

   a. Adjacent to Streets: Where parking areas adjoin a public right-of-way, a ten-foot wide landscape planter strip shall be established and continuously maintained between the public right-of-way and the parking area.

   b. Adjacent to Residentially Zoned Property: Where parking areas for nonresidential uses abut property zoned for residential use, a landscaped buffer strip with a minimum width of five feet shall be provided between the parking area and the common property line bordering the residential zone. In addition, a six-foot high solid masonry wall shall be constructed along the common property line bordering the residential zone, subject to review and approval of the Planning Director.

5. **Parking Lot Landscape Plan Approval**: Proposed parking lot landscaping as required by this Section shall be reviewed and approved by the Planning Director through a Site Plan Review process. Plans shall include a variety of plant materials with an emphasis on drought-tolerant species.

17.36.060 Shared/Joint Use and Off-Site Parking.

Where it can be demonstrated that two or more land uses can effectively share common parking facilities due to the nature of the uses and their distinctly different demand for

parking, or where off-site parking is proposed to meet parking requirements, an application may be filed requesting a shared/joint use or off-site parking arrangement. Such application shall include whatever information the Planning Director deems necessary, which may include a parking study that identifies the parking demand of all subject land uses and that clearly demonstrates how and why shared and/or off-site parking facilities will supply adequate parking.

The following types of development shall be eligible to apply for shared use and/or off-site parking arrangements to meet parking requirements:

a. Nonresidential new construction.

b. Additions and/or rehabilitation of existing structures, or changes in use or occupancy in existing structures.

c. Residential uses are not eligible to apply for shared use or off-site parking arrangements.

A. Requirements for Allowing Shared Parking Arrangements.

1. Parking facilities may be shared if multiple uses cooperatively establish and operate the facilities and if these uses generate parking demands primarily during hours when the remaining uses are not in operation. The applicant shall have the burden of proof for a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating their reasons for the requested parking reduction. Public rights-of-way and/or on street parking shall not be used or counted to reduce the number of shared on-site parking spaces. Shared parking approval will be based on the following:

a. Shared use parking and off-site parking are based on the assumption that patrons will use a single parking space for more than one destination and that a shared parking space will be open and available for short-term parking to serve different uses in relatively close proximity to each other which may have different peak hours.

b. A sufficient number of parking spaces are provided to meet the shared parking demand of the participating uses, and satisfactory evidence, as deemed by the Planning Director, has been submitted by the parties operating the shared parking facilities to demonstrate the lack of potential conflict between them.

c. Land owners and/or business participating in all joint, shared, and off-site parking arrangements shall be required to enter into an agreement with the City to assure that the required shared parking facilities are maintained as such, and the uses with complimentary business hours remain for the life of the commercial development. This agreement shall be recorded with the

County Recorder. This agreement shall be recorded against each property participating in the shared parking arrangement.

d. In the event of a change in use or occupancy within the participating properties and businesses, a new application shall be filed or the existing parking agreement amended to the satisfaction of the Planning Director.

B. Findings for Approving Shared/Joint Use and Off-site Parking Arrangements.

In approving a request for shared/joint use or off-site parking, the Review Authority shall make all of the following findings:

1. There is clear evidence that peak hour parking demand from all uses participating in the shared parking arrangement do not coincide and/or uses are established in a way that the hours of operation are different for the various uses.

2. There is adequate parking provided for all participating uses.

3. The shared use or off-site parking arrangement will be an incentive to and a benefit for the participating business development.

4. Adjacent or nearby properties will not be adversely affected by the shared/joint use or off-site parking.

17.36.070 Disabled Parking Requirements.

A. Accessibility Requirements

Parking facilities shall be designed to provide for access by the physically disabled from public rights-of-way, across intervening parking spaces, and into structures. Parking spaces specifically designed and located for the use of the disabled/handicapped shall also be required. Standards for these facilities shall be based on the standards of the American Standards Association (ANSI) and/or other applicable guidelines.

B. Number of Spaces Required

Parking spaces for the disabled shall be provided in compliance with the Federal Accessibility Guidelines and/or the California Code of Regulations Title 24 at the rate shown in Table 3-6 below. Parking spaces required for the disabled shall count toward compliance with required parking for various land uses required by this Chapter.

TABLE 3-6 DISABLED PARKING REQUIREMENTS:	
Number of Spaces Required in Parking Facility	**Number of Required Accessible Parking Spaces**
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9

17.36.080 Bicycle Parking Requirements.

A. General Requirements

Multi-family and nonresidential land uses shall provide bicycle parking in compliance with the following:

1. Bicycle parking shall be located within 100 feet of the primary entrance of each structure they are intended to serve.

2. Bicycle parking shall be provided with a stationary object to which a user can secure the frame of a bicycle with a user-provided cable lock. The stationary object may be either a freestanding rack or a wall-mounted bracket. The rack or wall-mount shall be compatible in architectural character (color, materials) with the primary structure on the parcel.

A. Bicycle Spaces Required

1. Multi-family, retail commercial, offices, and institutional uses shall provide bicycle parking spaces equal to a minimum on one (1) bicycle space for every 10 vehicle spaces, with a minimum of two (2) bicycle spaces.

17.36.090 Off-Street Loading Requirements.

Except in the Historic Downtown Overlay District, every nonresidential use shall provide off-street loading spaces in compliance with this Section in addition to automobile parking requirements.

A. Loading Space Requirements

1. Every new nonresidential building and every nonresidential building enlarged by 5,000 square feet or more shall provide off-street loading areas in compliance with Table 3-7.

TABLE 3-7 OFF-STREET LOADING REQUIREMENTS:	
Building Square Footage	**Loading Spaces Required [1]**
5,000 to 30,000	**1**
30,001 to 90,000	**2**
9,001 to 150,000	**3**
150,001 and above	**As determined by Planning Director**

Notes:

[1] In any nonresidential development or expansion proposal the minimum loading space requirement may be reduced or waived upon a finding by the Planning Director that the applicant has satisfactorily demonstrated that due to the nature of the proposed use, such loading space(s) will not be needed.

2. **Multi-Tenant Buildings**: The square footage of the entire building shall be used in determining loading spaces for multi-tenant buildings. A common loading area may be required, if each tenant space is not provided a loading area. Drive-in roll-up doors for multi-tenant projects may be substituted for required loading areas.

B. Loading Space Design

1. Each off-street loading space shall not be less than 12 feet wide by 30 feet long, with at least 14 feet vertical clearance, with adequate provision for ingress and egress.

2. On-site loading spaces shall be designed and maintained so that the maneuvering, loading, or unloading of trucks does not interfere with vehicular and pedestrian traffic. Truck maneuvering areas shall not encroach into required parking areas, travelways or street rights-of-way.

3. For all loading areas facing or abutting residentially zoned property there shall be a minimum 8-foot high solid masonry wall, approved by the Planning

Director, to screen the loading area view, activity and noise from the residentially zoned property. All wall treatments shall have an architectural finish on the residential side of the wall, to be approved by the Planning Director.

17.36.100 Vehicle Storage Area Requirements.

A. General Requirements

Off-street vehicle storage areas shall be designed and developed in accordance with the standards listed below and in Table 3-8:

1. All vehicle storage areas shall have a paved surface providing for drainage control as determined by the City Engineer. An alternative surfacing may be approved for vehicle storage if it can be demonstrated to be dust free and provide adequate drainage control.

2. Parking stall and aisle design shall comply with the standards in Section 17.36.050.

3. All vehicle storage areas shall be completely screened from view by a permanent 6-foot high solid opaque fence or wall.

4. Any lighting of vehicle storage areas shall be shielded to direct light down onto the storage area and directed away from adjacent properties and public rights-of-way.

TABLE 3-8 VEHICLE STORAGE AND PARKING REGULATIONS				
	Residentially Zoned and Residentially Developed Property		**Nonresidential Zones (Excluding Residentially Developed Property)**	
Parking and Storage Conditions	**Vehicles & Recreational Vehicles**	**Abandoned, Dismantled or Inoperative Vehicles**	**Vehicles & Recreational Vehicles**	**Abandoned, Dismantled or Inoperative Vehicles**
Enclosed completely within a building and not visible from the street or other public or private property	**P**	**P**	**P**	**P**
Stored or parked at the business of a licensed dismantler, licensed vehicle dealer or junkyard	**N**	**N**	**P**	**P**
Stored or parked on a lot with zoning approval for that purpose, in connection with a lawfully conducted business	**N**	**N**	**P**	**P**
Stored or parked in an area visually screened from each abutting public street and property by a 6-7 foot high permanent, solid, opaque fence or wall. The fence or wall shall be constructed and maintained in accordance with applicable development standards for fences and walls.	**P**	**N**	**P**	**N**
Temporarily stored or parked on a paved driveway connecting a garage or carport with a public or private street for the purposes of loading/unloading.	**P**	**N**	**N**	**N**
Stored or parked on any unpaved surface, except as permitted above.	**N**	**N**	**N**	**N**

P = Permitted

N = Prohibited

Note: [1] Excludes buses, tow trucks, dump trucks, flatbed trucks, tractors, tractor trailers, catering trucks, or any other commercial vehicle over twenty-five feet long or eight feet in height or ninety inches wide.

Chapter 17.38 – Signs

Sections:

17.38.010 Purpose and Intent
17.38.020 Applicability
17.38.030 Exempt Signs
17.38.040 Prohibited Signs
17.38.050 Political Signs
17.38.060 Master Sign Plan
17.38.070 Permanent Sign Standards & Allowed Sign Area
17.38.080 General Provisions for Permanent Signs
17.38.090 Standards for Specific Types of Permanent Signs
17.38.100 Standards for Temporary Signs
17.38.110 Off-Site Residential Subdivision Directional Signs
17.38.120 Vintage Signs
17.38.130 Nonconforming Signs
17.38.140 Abandoned Signs
17.38.150 Sign Exceptions

17.38.010 Purpose and Intent.

This Chapter provides standards for signs to safeguard life, health, property, safety, and public welfare, while encouraging compatibility, creativity, variety, and enhancement of the city's small-town image. The specific purposes of sign regulation are to:

1. Provide each sign user an opportunity for effective identification by regulating the time, place, and manner under which signs may be displayed.

2. Enable users of goods and services to identify establishments offering services to meet their needs.

3. Ensure freedom of expression for all sign uses by maintaining a content-neutral approach to sign regulation.

4. Regulate the number and size of signs according to standards consistent with the purpose of land use.

5. Encourage creative, well-designed signs that contribute in a positive way to the city's visual environment and help maintain a small-town image of quality for the city of Wasco.

6. Ensure that older vintage commercial signs that are commonly looked upon as unique and part of Wasco's small-town look are protected and able to be reestablished and maintained without meeting the requirements of this chapter.

7. Ensure the quality of the city's appearance by avoiding sign clutter.

17.38.020 Applicability.

1. Signs Allowed. The sign standards in this chapter are intended to apply to all types of signs in the city, except for the downtown (Historic Downtown District), which has a specific and unique set of standards.
2. Exceptions. Exceptions to the standards of this chapter may be allowed through the approval of a sign exception in compliance with Section 17.38.150 (Sign Exceptions).
3. Nonconforming Signs. An existing legally allowed sign that does not conform to the requirements of this chapter shall be deemed a nonconforming sign and shall be subject to the requirements of Section 17.38.130 (Nonconforming Signs).
4. Sign Permit Required. A Sign permit shall be required for all signs, including change of copy allowed under provisions of this Chapter. Content of commercial advertizing and/or identification shall be considered only to the extent required to confirm that the sign addresses products, services and/or identification of the premises where the sign is located.

17.38.030 Exempt Signs.

The following signs are exempt from other requirements of this chapter if developed and maintained in compliance with the provisions/limitations of this section. All routine general maintenance and repair of signs shall be exempt from building permit approval.

1. Accessory Signs. Signs manufactured as a standard integral part of a mass-produced product accessory to a commercial or public or semi-public use, including automated teller machines, gasoline pumps, and telephone booths. The signs may contain the company's name and/or logo only. No advertising message shall be provided.

3. Affiliation Signs. Signs that provide notices of services (e.g., credit cards accepted, trade affiliations). Signs or notices shall not exceed one square foot in area for each sign, and no more than three signs shall be allowed for each business.

4. City Owned Signs. Signs owned and operated by the City of Wasco for community benefit.

5. Signs Within Interior Spaces. Signs within an interior arcade, courtyard, mall, or similar area and not visible or intended to be visible from an alley, parking lot, or street.

6. Site Address. Limited to two for each street address. Individual numbers and letters shall have a minimum height of four inches and width of two inches and shall not exceed a height of eight inches for residential uses and twenty-four inches for nonresidential uses.

7. Identification Signs on Construction Sites. Such sign shall be limited to one directory or pictorial display sign per street frontage or entrance up to a maximum of two signs, identifying all contractors and other parties (including lender, realtor, subcontractors, etc.). Each sign shall not exceed thirty-two square feet in area and eight feet in height. Each sign shall be removed prior to issuance of certificate of occupancy.

8. Future Tenant Identification Signs. One wall or freestanding sign may be placed on vacant or developing property to advertise the future use of an approved project on the property and where contact information may be obtained. One sign per street frontage, not to exceed thirty-two square feet in area and eight feet in height.

9. Residential Real Estate/Open House Signs. For residential sales, signs shall be limited to one per street frontage not exceeding four (4) square feet in area and four feet in height, with no illumination.

17.38.040 Prohibited Signs.

The following signs are inconsistent with the purposes and standards of this chapter and are prohibited in all zoning districts except where noted.

1. Cabinet (can) signs that are mounted flush against a building wall, except for corporate logos. Cabinet signs with opaque backgrounds and illuminated letters are allowed as projecting signs only.

2. Electronic message signs except time and/or temperature signs.

3. Signs that advertise an activity, business, service, or product no longer conducted or sold on the premises forty-five days after the discontinuance or abandonment, except signs listed on, or eligible for, the city's vintage sign inventory.

4. Signs that blink, flash, or move in any manner, have any portions that move, or have the appearance of moving, except for signs listed in the vintage sign inventory, clocks, time and temperature displays, and public service signs.

5. Balloons, lighter-than-air devices, and inflatable signs and objects, except as may be allowed through a temporary sign permit.

6. Banners, pennants, ribbons, spinners, streamers, or other similar devices, except as specifically allowed through a temporary sign permit.

7. Signs mounted on the roof of a building, including mansard roofs, and similar architectural roof-like elements.

8. Advertisings, banners, bills, cards, notices, placards, posters, signs, stickers, or other devices designed to attract the attention of the public that are posted or otherwise affixed upon any street, street furniture, right-of-way, public sidewalk, crosswalk, curb, lamppost, fencing, hydrant, tree, alley, telephone pole, public telephone, lighting system, or other public alarm or communication system.

8. Signs emitting audible sounds, odors, or visible matter.

17.38.050 Political Signs.

Political signs which shall be erected in accordance with the following provisions (no permit required):

1. Any such sign shall be erected no earlier than eighty-eight days prior to the election and shall be removed within fifteen days after such election. Candidates successful in a primary election are subject to the same provisions and shall remove signs fifteen days following the primary election and may erect signs not earlier than eighty-eight days prior to the general election.

2. Each candidate is allowed one political sign per parcel. On a residential site, the sign may be a maximum of sixteen square feet in area and erected to a maximum height of six feet. On commercial or vacant sites, the sign may be a maximum of thirty-two square feet in area and erected to a maximum height of six feet except as provided in subsection D of this section.

    a. For the purpose of this provision, "residential site" means a lot or parcel which has a residential use or structure built on it and "commercial site" means a lot or parcel which has a commercial use or structure built on it. Residential or commercial sites are not intended to reflect the zoning of the property.

3. Political signs may not be attached to trees, fence posts, or utility poles except on private property where written permission from the property owner has been obtained.

4. Portable or temporary A-frame signs are prohibited. V-shaped signs (two surfaces with two edges connected and the other two edges spread apart so that the faces read from different directions) are permitted subject to the criteria

that they are supported with a maximum of three posts placed with an interior angle of not more than ninety degrees.

5. No political signs shall be attached and erected on public property or within the public right-of-way and shall not obstruct sight line visibility at intersections.

6. In cases where political signs are not removed within the specified time period, the city planning department shall cause to be removed those signs which remain and the cost and expense of such activity shall be paid by the candidate.

17.38.060 Master Sign Plan.

A. **Purpose**. A master sign plan is intended to integrate project signs into the architectural design of the site, thereby creating an architectural statement of high quality. A master sign plan provides a flexible means of applying and modifying the sign regulations in this chapter to ensure high quality in the design and display of multiple permanent signs for a project or use and to encourage creativity and excellence in the design of signs. It is expected that the design quality of signs proposed under a master sign plan will be of a superior quality and creativity to those that might result through the normal sign permit process. The provisions of a master sign plan shall not include any types of temporary signs.

B. **Applicability**. The approval of a master sign plan shall be required whenever any of the following circumstances exist:

1. Whenever six or more separate nonresidential tenant spaces are created on the same parcel;

2. Whenever six or more permanent nonexempt signs are proposed for a single use; and

3. Whenever the community development director determines that a master sign plan is needed because of special project characteristics (e.g., the size of proposed signs, limited site visibility, a business within a business, the location of the site relative to major transportation routes) or when unique, creatively designed signs are being proposed and certain aspects of the sign's design (e.g., animation) might not otherwise be allowed.

C. **Approval Authority**. A master sign plan shall be approved by the community development director before the issuance of a sign permit. In approving a master sign plan, the community development director shall find that the plan's contribution to the design quality of the site and the surrounding area will be superior to the quality that would result under the regulations of this chapter.

D. **Modification of Regulations**. A master sign plan may include sign regulations that are, at the same time, both more restrictive in some respects and less restrictive in other respects than the regulations established in this chapter. Allowed modifications may relate to sign area, number of signs, height, and location. Less restrictive provisions in a master sign plan shall not include signs that are otherwise prohibited by this chapter. The applicant may appeal a decision of the community development director to the planning commission.

E. **Application Requirements**. A master sign plan shall include all information and materials required by the community development department, and the filing fee in compliance with the city council's fee resolution.

F. **Findings**. In order to approve a master sign plan, the following findings shall first be made:

1. The master sign plan complies with the purpose of this chapter;

2. Proposed signs enhance the overall development and are in harmony with other signs included in the plan with the structures they identify and with surrounding development;

3. The master sign plan contains provisions to accommodate future revisions that may be required because of changes in use or tenants; and

4. The master sign plan complies with the standards of this chapter, except that flexibility is allowed with regard to sign area, number, location, and/or height to the extent that the master sign plan will enhance the overall development, achieve superior quality design, and will more fully accomplish the purposes of this chapter.

G. **Revisions to Master Sign Plans**.

1. Revisions to master sign plans may be approved by the community development director if the intent of the original approval is not affected.

2. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign plan.

17.38.070 Permanent Sign Standards & Allowable Sign Area.

Each sign shall comply with the sign type, area, height, and other restrictions provided by this Section, in addition to the provisions of Section 17.38.090, Standards for Specific Types of Permanent Signs. Table 3-9 (Sign Regulations by Use Type) prescribes regulations for permanent signs.

TABLE 3-9 SIGN REGULATIONS BY USE TYPE						
Sign Type	**Maximum Number**	**Maximum Sign Area**	**Maximum Sign Height**	**Location**	**Lighting Allowed**	**Other Regulations**
Attached Multi-Family Signs						
Wall or Monument Signs	**1 per street frontage**	**16 sf**	**Wall below eave, 6 feet for monument**	**5' setback from R-O-W**	**Yes**	**External illumination only**
Commercial, Office, and Industrial Signs						
Wall Signs[1]	**1 per street or parking lot frontage, plus 1 per secondary bldg. frontage**	**1 sf per lineal ft of primary bldg/tenant frontage, plus 0.5 sf per lineal ft of secondary bldg frontage**	**Below eave or fascia**	**Centered on bldg. wall or tenant frontage**	**Yes**	**Signs shall be placed flat against the wall See 17.38.090 G**
Freestanding Monument	**1 per street frontage**	**32 sf**	**6 ft**	**5' setback from R-O-W**	**Yes**	**See 17.38.090 C**
Freestanding Pylon	**1 per parcel over 2 acres**	**50 sf**	**35 ft**	**5' setback from R-O-W**	**Yes**	**See 17.38.090 C**
Awning and Canopy Signs	**1 per awning or canopy**	**50% of valance or canopy fascia with 8" maximum height letters**	**Awning valance flap or canopy fascia only**	**Awnings on 1st story window and doors only**	**No**	**See 17.38.090 A**
Projecting Signs	**1 per tenant frontage**	**6 sf**	**Bottom of sign minimum of 8' above sidewalk**	**1st floor of building, 3' maximum projection over public sidewalk**	**No**	**See 17.38.090 E**
Permanent Window Sign	**1 per 1st story window or glass door**	**25% of each window glass area. Area is cumulative for both temporary & permanent signs.**	**N/A**	**1st story window or glass door**	**No**	**See 17.38.090 H**

Notes:

[1] Cabinet signs are prohibited. Wall signs shall consist of individual letters only.

TABLE 3-9 SIGN REGULATIONS BY USE TYPE OTHER USES						
Sign Type	**Maximum Number**	**Maximum Sign Area**	**Maximum Sign Height**	**Location**	**Lighting Allowed**	**Other Regulations**
Commercial Real Estate Signs						
Freestanding	**1 per street frontage**	**32 sf**	**8 ft**	**5' setback from R-O-W**	**No**	
Institutional, Churches						
Wall or Monument	**1 per property**	**32 sf**	**Wall below eave, 6 feet for monument**	**5' setback from R-O-W**	**Yes**	**External illumination only**
Service Station Sign						
Freestanding Pylon or Monument	**1 per street frontage**	**100 sf, (fuel price signs not counted in maximum sign area)**	**20 ft**	**5' setback from R-O-W**	**Yes**	**See 17.38.090 I (3)**

17.38.080 General Provisions for Permanent Signs

A. **Change or Vacation of Business**. When the name of a business or the location changes, or upon vacating a business location, the business or property owner shall remove the sign copy that advertised the previous business. At no time shall a sign cabinet remain empty and without a copy panel so that the internal lighting and electrical fixtures are exposed. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque copy panel (face) shall be installed in the sign cabinet structure.

B. **Frontage Allocation Not Transferable**. No sign or sign area allowed on one frontage shall be transferred to another frontage.

C. **Vintage Signs**. A sign designated as a vintage sign (see Section 17.38.120) shall be exempt from the requirements of this chapter as to height, illumination, location, movement, and sign area and may be maintained as a legally conforming sign subject to the provisions outlined in Section 17.38.120.

D. **Illumination of Signs**. The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:

1. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.

2. Signs shall not have exposed fluorescent tubes or incandescent bulbs exceeding fifteen watts.

3. Light sources (e.g., light bulbs) used for externally illuminated signs shall not be visible within one hundred feet of any residential zoning district. Internally illuminated signs visible from any residential zoning district shall not be illuminated between the hours of eleven p.m. and six a.m. unless they identify an establishment open for business during those hours.

4. Electrical raceways and conduits shall be placed so that they are not within public view. Where this is physically impractical or doing so would damage significant architectural features or materials, the community development director may grant a waiver of this requirement, provided all conduits, raceways, and similar devices are kept as small as possible and are painted the same colors as adjacent wall surfaces.

5. Signs with electrical components shall be constructed, inspected, and approved by the Underwriters Laboratory (UL), or equal, and a label of approval from the laboratory shall be affixed to the sign in plain view.

6. The use of neon signs and lighting is regulated by Section 17.38.090(D) (Neon Signs and Architectural Lighting).

E. **Maintenance, Alteration, and Removal**.

1. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained in good repair and structurally sound. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Banners shall be replaced if tattered or worn. Any cracks, broken surfaces, malfunctioning lights, missing sign copy, or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with the notification shall constitute a public nuisance.

2. Existing signs shall not be physically altered (except for routine general maintenance and repair), moved, or relocated unless the sign complies with all provisions of this chapter. Legal, nonconforming signs shall comply with the requirements of Section 17.38.130 (Nonconforming Signs).

3. When a sign is removed or replaced, all brackets, poles, and other structural elements that supported the sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure.

F. **Measurement of Sign Height**. The height of a sign shall be measured as the vertical distance from the uppermost point used in measuring the area of the sign to the lowest elevation of the existing grade immediately below and adjoining the sign. See Figure 3-1 (Sign Height).

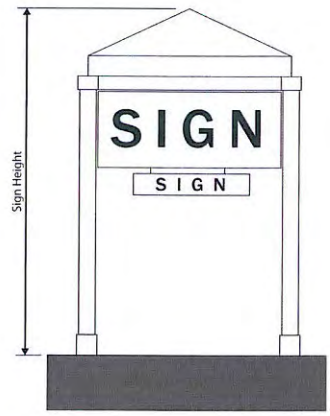


Figure 3-7--Sign Height

G. **Measurement of Sign Area.**

1. The surface area of a sign shall be calculated by enclosing the extreme limits of all lettering, background, emblem, logo, corporate branding, representation, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines drawn at right angles. See Figure 3-2 (Sign Area Measurement).

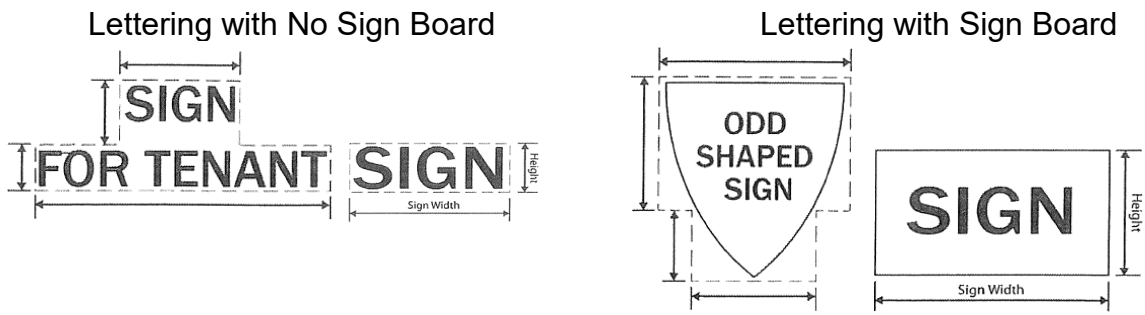


Figure 3-8--Sign Area Measurement

2. Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.

3. Double-faced signs with back-to-back sign faces shall be regarded as a single-faced sign if the distance between each sign face does not exceed two feet at any point.

4. Where a sign contains three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture, or statue-like objects), the sign area shall be measured as the maximum projection of the objects upon a single vertical plane.

17.38.090 Standards for Specific Types of Signs

A. **Awning Signs**.

1. Lettering shall be allowed on awning valances only and shall not exceed eight inches in height. Logos, symbols, and graphics that do not include text may be allowed on the shed (slope) portion of an awning and shall not exceed four square feet in area for each awning.

2. Lettering shall be located within the middle seventy percent of the valance area.

3. Only permanent signs that are an integral part of the awning or architectural projection shall be allowed. Temporary signs shall not be placed on awnings.

4. Awning signs shall only be allowed for first-story occupancies.

5. Awnings shall not be lighted from under the awning (backlit) so that the awning appears internally illuminated. Lighting directed downwards that does not illuminate the awning is allowed.

6. Awnings shall be regularly cleaned and kept free of dust and visible defects.

B. **Changeable Copy Signs**. Changeable copy signs may be allowed in conjunction with facilities used exclusively for the presentation of cultural, religious, and theatrical activities, and similar group assembly uses including schools.

C. **Freestanding Signs**.

1. Freestanding signs include monument and pylon signs and shall be allowed only for frontages adjoining a public street.

2. Freestanding signs shall be set back a minimum of five feet from a street property line, a minimum of five feet from an interior property line, and a minimum of ten feet from the edge of a driveway. See Figure 3-3 (Location of Freestanding Signs).

3. There shall be a minimum of two hundred fifty feet between freestanding signs on the same site or thirty feet between signs on adjoining sites to ensure adequate visibility for all signs.

4. For corner lots, freestanding signs shall not be located in the required twenty-five-foot vision triangle. On a case-by-case basis, this requirement may be waived by the community development director. See Figure 3-3 (Location of Freestanding Signs).

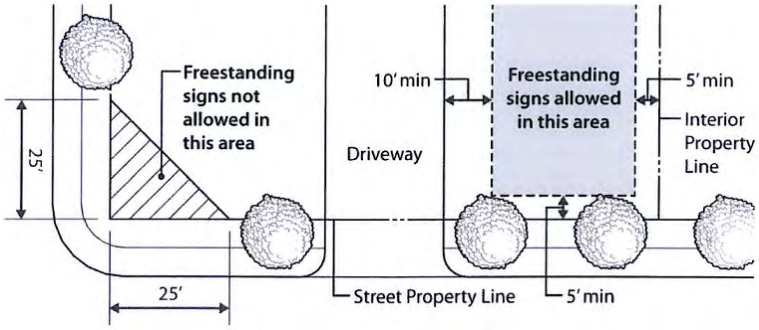


Figure 3-9 – Location of Freestanding Signs

5. Freestanding signs shall be a minimum of fifty feet from a lot line of any residentially zoned property.

6. Freestanding signs shall not project over any building or over any on-site driveway or vehicle circulation area in a parking facility.

7. No more than six tenants are allowed for each freestanding sign.

8. The supporting structure of a freestanding sign shall not include exposed metal pole(s), but should be surrounded by a decorative pole cover architecturally compatible with the sign cabinet.

9. Freestanding signs shall contain an address plate identifying the subject property. Numbers shall be a minimum of six inches in height and shall be clearly visible from the public right-of-way. Address plates shall not be calculated against the allowed sign area.

D. **Neon Signs and Architectural Lighting**. The use of neon tubes for signs or architectural elements shall be allowed in any commercial zoning district only subject to the following requirements:

1. Neon signs and linear tubing shall be UL (Underwriters Laboratories) listed with a maximum thirty milliamps per circuit and be designed to accommodate a dimmer in order to reduce the brightness of the neon.

2. The neon manufacturer shall be registered with Underwriters Laboratories.

3. Neon tubing shall not exceed one-half inch in diameter.

4. Neon lighting adjacent to residential uses shall not exceed one-half foot-candle measured at the property line.

5. Neon tubing shall not be combined with any reflective materials (e.g., highly glazed tiles, mirrors, polished metal, or other similar materials).

6. When used as an architectural element, neon tubing shall be used only to reinforce specific architectural elements of the structure and shall be concealed from view whenever possible through the use of cornices, ledges, or parapets.

7. Neon signs placed within five feet of a storefront window shall not occupy more than twenty-five percent of the window area.

8. Neon lighting that completely surrounds/outlines a door, window, or similar architectural element is not allowed.

E. **Projecting Signs**.

1. Projecting signs shall not be less than eight feet above the surface over which they project in pedestrian areas. Signs projecting into the public right-of-way shall require an encroachment permit and shall not project closer than two feet to a curb.

2. Projecting signs shall not project into an alley more than three feet and shall not be less than fourteen feet above the alley surface where vehicles are allowed.

3. Projecting signs may have a maximum thickness of twelve (12) inches.

4. Projecting signs shall not be closer than fifteen feet to another projecting sign or to a freestanding sign or five feet from an interior property line or line dividing two separate business frontages. The community development director may waive this requirement where it can be clearly demonstrated that it severely limits proper sign placement.

5. Projecting signs shall not project above a parapet eave or parapet, including the eave of a simulated hipped or mansard roof.

6. Projecting signs shall not be attached to the sloping face of mansard overhangs or other architectural devices intended to resemble or imitate roof structures.

F. **Signs on Multi-Frontage Lots or Buildings**. Signs on buildings with more than one street frontage, or that face onto a driveway, alley, parking area, or internal pedestrian arcade/courtyard/plaza, shall be subject to the following requirements:

1. Signs shall not be placed on a building facade that does not have frontage on a public street or alley, or on a driveway, parking area, or internal pedestrian arcade/courtyard/plaza that is directly associated with and under the control of the subject property.

2. The allowable number of signs shall be computed for each separate primary or secondary building frontage. Allowances are not transferable from one street frontage to another.

G. Wall Signs

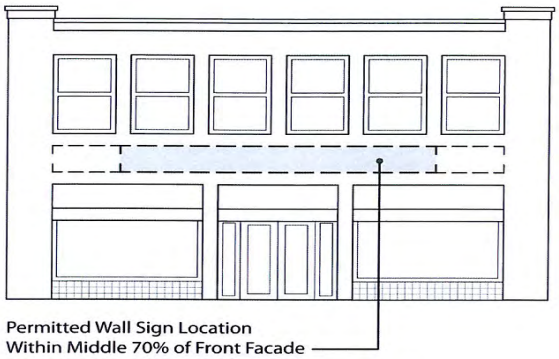
1. Signs shall be located only on a primary or secondary building frontage and shall not extend above an eave or parapet, or above or below a fascia on which they are located.

2. Signs shall consist of individual letters only and may be either internally or externally illuminated. Cabinet signs are prohibited for use as wall signs.

3. Electrical raceways and conduits shall be placed so that they are not within public view. Where this is physically impractical or doing so would damage significant architectural features or materials, the community development director may grant a waiver of this requirement, provided all conduits, raceways, and similar devices are kept as small as possible and are painted the same colors as adjacent wall surfaces.

4. Signs shall be placed flat against the wall and shall not project from the wall more than required for normal construction purposes and in no case more than twelve inches. The community development director may modify this requirement in special circumstances where a projection greater than twelve inches may be desirable to allow the creation of an especially creative and unique sign design.

Figure 3-4-Sign Location on Façade



5. Signs shall be located within the middle seventy percent of the building's or occupancy's frontage measured from lease line to lease line. The community development director may modify this requirement where it can be clearly demonstrated that it severely limits proper sign placement. See Figure 3-4 (Sign Location on Facade).

6. Signs shall not be placed to obstruct any portion of a window or cover architectural elements (e.g., cornices, transom windows, vertical piers, and similar elements).

H. **Window Signs, Permanent and Temporary**.

1. Signs shall be allowed only on windows located on the ground floor and second story of a building frontage.

2. Signs shall be permanently painted or mounted on the inside of doors and windows except for allowed temporary signs. Loud fluorescent temporary paints will not be permitted.

3. Signs within five (5) feet of a storefront window shall be counted as a window sign.

I. **Miscellaneous Signs**.

1. Vehicle Dealer, Banners, Flags, Pennants, Etc. Banners, flags, pennants, etc., for new or used vehicle dealers may be allowed if approved through a master sign plan. Banners, etc., may be applied for by an association of dealerships or by individual dealers. The banner's locations shall be limited to light poles or other similar devices as specified on a site plan. An inspection of the site shall be required as a condition of approval based upon the longevity of the materials used.

2. Theater Signs. A creative sign permit for a cinema or theater may authorize signs deviating from the standards of this chapter, subject to review by the

community development director and approval by the planning commission. The creative sign permit may allow brighter lights, marquee signs, and other features not otherwise authorized by this chapter if the modifications are consistent with the type of use.

3. Service Station Signs. In addition to all other provisions of this chapter, the following regulations shall be applicable to service stations:

    a. A master sign plan shall be approved in conjunction with the application for a building permit to alter, erect, move, or reconstruct any service station sign.

    b. One freestanding sign per street frontage, not to exceed one hundred square feet in area and twenty feet in height, shall be allowed.

    c. Prices for fuel are allowed in accordance with state regulations.

    d. Wall signs and any other types of signs shall be in conformance with the regulations of this chapter.

4. Menu Board Signs. Two menu board signs per business shall be allowed. The maximum allowable size is six (6) square feet per sign.

17.38.100 Standards for Temporary Signs

A. Temporary Use Permit Required. A temporary use permit, issued by the community development department, shall be approved before the placement of a promotional temporary sign in all nonresidential zoning districts as indicated in Table 3-9 (Sign Regulations for Temporary Signs). The community development director may approve a temporary use permit on an annual basis, which allows the applicant to tailor the duration and the number of days of the permit to meet the particular needs of the business, as long as the total number of days in a calendar year does not exceed ninety days.

B. Number and Size Allowed. Temporary signs are allowed in addition to permanent signs allowed for the property. However, combinations of permanent and temporary window signs shall not cover more than twenty-five percent of any window.

C. Table 3-10 (Sign Regulations for Temporary Signs) provides standards under which temporary signs may be displayed. The sign areas allowed are in addition to the sign areas allowed for permanent signs.

D. Placement of Temporary Signs.

1. Signs are allowed on private property only. Signs shall not be placed in public rights-of-way or at off-site locations.

2. Signs may be placed only in locations where permanent signs are allowed.

3. Signs shall not be attached to temporary structures.

E. Illumination Prohibited. Temporary signs shall not be illuminated.

F. Durable Materials Required. Temporary signs shall be constructed of durable, rigid material suitable to their location and purpose. Only interior window signs may be made of non-rigid (e.g., paper) material.

G. Temporary Sign Permanent Mounting. Temporary signs for the purpose of advertising current specials may be permitted on an ongoing or permanent basis provided they are mounted in a permanent structure which is architecturally compatible with the building and site and which was designed and is maintained specifically for such purpose.

H. Removal of Signs. Temporary signs and their components shall be promptly removed at the expiration of the temporary use permit.

TABLE 3-10
SIGN REGULATIONS FOR TEMPORARY SIGNS

Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Duration	Other Regulations
Promotional Signs, Non-Residential use	1 banner sign 1 window sign Per parcel	Banner 32 sf Window, within 25% allowable window sign area	20 ft	30 days at one time, 90 days annually total	Temporary Use Permit required
Event Sign, Residential area	No restriction	4 sf	6 ft	Shall be removed 10 days after event	
Event Sign, Non-Residential area	No restriction	4 sf	6 ft	Shall be removed 10 days after event	
Construction Signs, Freestanding	1 at principal street frontage	32 sf	8 ft	Shall be removed at completion of construction	Location - 5' setback from R-O-W

17.38.110 Off-Site Residential Subdivision Directional Signs

This section is intended to provide for the administration of a uniform, coordinated sign program for off-site residential subdivision directional signage utilizing kiosk signs that offer developers of new residential subdivisions a means of providing direction to their projects. The kiosk signs provide for multiple subdivision directional panels on one sign and will minimize confusion among prospective purchasers of new homes to find those developments, promote traffic safety by removing competing signs from busy streets, and reduce visual blight of incompatible sign types along the major traffic routes within the city. No such off-site directional sign other than those in conformance with this chapter shall be erected or maintained within the city.

A. **Requirements for Kiosk Signs**.

1. Kiosks shall be permitted on vacant private land in all zone districts, provided the property owner's permission has been granted in writing. Written property owner consent shall grant the city, or the city's designee, the right to enter the property to remove any kiosk signs not in conformance with the provisions of this section. Such written consent shall be filed with the planning director prior to issuance of a kiosk sign permit.

2. Kiosks shall be constructed of wood or similar material with individual panels provided for placement of subdivision or project names and direction. Architectural design, color, letter style, and any other design elements of the kiosk shall be approved by the planning director. All kiosks allowed by this section that are installed within the city limits shall be in accordance with approved design criteria.

3. Kiosk locations shall be approved by the planning director or appointed designee. A kiosk shall not be placed closer than one thousand feet from an existing kiosk or approved site where a kiosk is to be constructed.

4. Kiosks shall not exceed a height of eight feet and a width of four feet. An individual panel shall be limited to a maximum width of four feet and a height of eight inches. No more than five individual name panels shall be permitted on one side of a kiosk.

5. Kiosks may have more than one face. Two faces are encouraged where the kiosk can be sited to serve traffic traveling in opposite directions, or where it would reduce the amount of kiosks needed to provide adequate direction to residential subdivisions. Two-faced kiosks may be approved by the planning director.

6. A name panel shall be limited to a single line of text that may contain only the subdivision, project, builder or developer's name, or combination thereof. All panels shall include a direction arrow pointing in the direction of the identified

project. Name panels shall conform to all design elements as approved in accordance with subsection (B)(2) of this section.

7. Kiosks shall not be internally or externally illuminated in any manner.

8. Kiosks shall not obstruct the use of sidewalks, walkways, bicycle or hiking trails, and shall not obstruct the free and clear vision of motor vehicle operators, cyclists, pedestrians, or visibility of traffic control signs and lights as determined by the public works director or appointed designee.

9. Kiosks shall be set back five feet from any street right-of-way and a minimum of twenty-five feet from side and rear property lines.

10. Kiosks shall not be placed within a thirty-foot corner cutoff area at street intersections to maintain a safe sight distance for vehicles.

B. **Permits**.

1. Any builder or developer of a new recorded residential subdivision which contains approved lots or homes which have never been sold may apply for a permit to install a kiosk or to place a name panel on an existing kiosk to provide direction to their subdivision.

2. Applications for a kiosk or name panel (including name changes to an existing name panel) shall be made on forms provided by the planning director or appointed designee.

C. **Program Administration**.

1. The city may delegate portions of or the entire administration of the directional kiosk program to another entity by contract that includes, but is not limited to, installation and maintenance of kiosks, and issuance of permits for kiosks and name panels.

2. Kiosks and sign panels permitted in accordance with this section shall be continuously maintained in good condition by the permit holder or other city-designated entity.

3. The planning director shall maintain a kiosk location plan showing the location of all approved kiosk signs.

4. Sign panels shall be available to all subdivisions selling new homes on a first-come, first-served basis. Sign panels shall be placed on a kiosk beginning with the highest position on the kiosk and progressing downward. Panels shall be grouped based on the direction of travel indicated on the panel.

5. When a panel name is changed or a panel is removed from a kiosk, all lower panels shall be moved upwards so that any new panel is placed on the bottom of its respective directional group on the kiosk.

6. All panel changes shall be approved by the planning director or appointed designee through the permit process.

7. A specific project or builder is limited to one panel for each kiosk. Multiple panels shall not be combined to identify or provide information regarding the same specific project or builder. There shall be no limit on the number of kiosks on which a specific project may be identified.

8. Within ten days after selling the last lot or home, panel signs that identify said project shall be removed from all kiosks.

D. **Violations and Abatement**.

1. Any permit issued in accordance with this section shall be immediately revoked by the planning director if it has been found that the permit holder has erected and maintained any off-site signage in violation of this section. The planning director shall order any panel currently in place on a kiosk identifying the builder's/developer's specific development to be removed immediately after the appeal period has expired if no appeal has been filed, and that builder/developer shall be prohibited from having any off-site directional signs or name panels on any kiosk for that specific development for a period of one hundred eighty days. After the one-hundred-eighty-day period, the builder/developer may be allowed kiosk panels.

2. Any order of the planning director shall be made in writing, addressed to the permit holder, and shall set forth the findings for revoking any permits and the method to appeal the decision. If no appeal is filed, the decision of the planning director shall be final and conclusive.

3. If the city is not the administrator of the kiosk program, the administrator shall immediately notify the planning director regarding any violations of this section and the planning director shall notify the party in violation in accordance with subsection (E)(1) of this section.

E. Appeal.

1. Any decision of the planning director to revoke a permit may be appealed. No later than ten days from the date of the planning director's decision, an appeal shall be submitted in writing, along with any required appeal fee, to the planning commission in care of the planning director, setting forth the grounds for appeal. The planning commission shall hear the objections at a regular meeting no later than thirty days following the filing of the objection. The planning

commission may sustain, suspend, or overrule the decision of the planning director, which decision shall be final and conclusive.

2. Pending hearing before the planning commission, all signs, kiosks and/or name panels in dispute may remain in place until a final decision is rendered.

17.38.120 Vintage Signs

The following signs are exempt from the wall, hanging or projecting sign provisions of this chapter as they are recognized for their historical character:

1. Wasco Liquor corner-mounted sign;
2. McCafferties Cleaners roof-mounted sign;
3. Hoyett's roof-mounted sign;
4. Fiesta Latina Market pole sign; and
5. Plaza Hotel projecting sign.

A. **Requirements for Vintage Signs**.

A sign designated as a vintage sign shall be exempt from the requirements of this chapter as to height, illumination, location, movement, and sign area and may be maintained as a legally conforming sign subject to the following conditions:

1. All parts of the exempted vintage sign, including neon tubes, incandescent lights and shields, and sign faces, shall be maintained in a functioning condition as historically intended for the sign to the greatest degree possible.

2. Parts of vintage signs originally designed to flash or move may be allowed to continue to flash or move. There shall be no alterations to the historic pattern, speed, or direction of flashing or moving elements.

3. The wording or image of a vintage sign may be altered only if the alterations do not substantially change the historic dimensions, height, scale, style, or type of materials of the vintage sign.

4. Failure to maintain a vintage sign as required above shall be grounds for disallowing an exemption from the requirements of this chapter. The sign shall thereafter be brought into compliance with the requirements of this chapter subject to a determination by the community development director.

5. Full reconstruction of a vintage sign shall require the approval of the community development director.

These signs shall not be removed or altered without a historic district design review permit.

17.38.130 Nonconforming Signs

A. **Continuation and Maintenance**.

1. A legal, nonconforming sign may be continued, except as provided in subsection (C) of this section, or unless ordered discontinued, modified, or removed as a public nuisance in compliance with the municipal code.

2. Routine maintenance and repairs may be performed on a nonconforming sign.

B. **Alteration and Enlargement**.

1. Nonconforming signs shall not be altered, enlarged, or moved unless a sign exception, in compliance with Section 17.38.150 (Sign exceptions), is first obtained. Standards exceeding the minimum requirements may be required by the community development director in the conditions of approval in order to reduce the impact that the nonconforming sign may have on the surrounding properties.

2. Nonconforming signs shall not be altered or reconstructed so as to increase the discrepancy between existing conditions and current standards for sign area, height, or setback.

3. The sign face of an existing wall-mounted cabinet/can sign shall be allowed to be changed if the new sign face will have an opaque background with illuminated letters, numbers, or symbols. No increase in sign area shall be allowed.

4. A sign included in the vintage sign inventory which has been destroyed by fire or other calamity, by act of God, or by public enemy to an extent greater than fifty percent may be reconstructed in a historically accurate manner. Reconstruction shall be authorized only upon determination by the planning commission that the sign is an accurate duplication of the vintage sign, based on review of photographic or other documentary evidence.

C. **Restoration of Nonconforming Signs**.

1. Whenever a nonconforming sign is involuntarily destroyed by fire or other calamity, by act of God, or by public enemy to the extent of fifty percent or less, the sign may be rebuilt and resumed, provided a building permit for the restoration is issued and diligently pursued. Whenever a nonconforming sign is involuntarily destroyed by fire or other calamity, by act of God, or by public

enemy to an extent greater than fifty percent, or is voluntarily razed or is required by law to be razed, the sign shall not be resumed except in full conformity with the current regulations for the types of zoning district in which it is located.

2. The extent of damage or destruction shall be determined by comparing the estimated cost of restoring the sign to its condition before the damage or partial destruction and the estimated cost of duplicating the sign as it existed before the damage. Estimates for this purpose shall be reviewed and approved by the community development director.

17.38.140 Abandoned Signs

A. **Abandoned Signs Not Including Pole or Pylon**. A sign shall be removed by the owner or lessee of the premises upon which the sign is located when the business that it advertises is no longer conducted on the premises and no new business is located on the site. The sign shall be removed within forty-five days of the close of business. Signs listed on the city's vintage sign inventory shall be exempt from this requirement.

B. **Abandoned Pole or Pylon Signs**. A pole or pylon sign shall be removed by the owner or lessee of the premises upon which the sign is located when the business that it advertises is no longer conducted on the premises. The sign shall be removed within one year of the close of business. Signs listed on the city's vintage sign inventory shall be exempt from this requirement.

17.38.150 Sign Exceptions

A. **Purpose**. Sign exceptions are a form of a variance from the sign regulations of this chapter.

B. **Procedures**.

1. The planning commission shall be the applicable review authority for sign exceptions.

2. The procedures for a sign exception shall be the same as for a variance (Section 17.52.090), including those for notice and hearing upon request.

C. **Findings and Decision**. The planning commission shall record the decision in writing with the findings on which the decision is based. Following a public hearing, the planning commission may approve a sign exception application, with or without conditions, only after first finding that:

1. The proposed sign is architecturally and aesthetically compatible with the major structures on the subject site and adjacent sites and is compatible with the character of the established neighborhood and general environment;

2. Granting the application is in conformance with the goals, policies, and objectives of the general plan and the purposes of this zoning code and would not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the same zoning district; and

3. Granting the application would not be detrimental or injurious to property or improvements in the vicinity of the subject site, or to the public health, safety, or general welfare.

D. **Appeal to the City Council**. Any decision of the planning commission pursuant to this section shall be subject to appeal to the Wasco city council. All appeals shall be made in the manner prescribed in Chapter 17.72 (Appeals).

DIVISION 4

Standards for Specific Land Uses

Chapter 17.40 – Standards for Specific Uses and Activities

17.40.010 Accessory Dwelling Units
17.40.020 Accessory Uses & Structures
17.40.030 Adult Oriented Businesses
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17.40.010 Accessory Dwelling Units

A. Purpose

This chapter provides for accessory dwelling units on lots developed with single-family dwellings in any residential zone. Accessory dwelling units contribute needed housing to the community's housing stock. An accessory dwelling unit (ADU) is deemed to be an accessory use and not considered to exceed the allowable density for the lot. Thus an ADU is consistent with general plan density and housing objectives and expands housing opportunities.

B. Applicability

The provisions of this chapter apply to all lots that are occupied with a single-family dwelling and zoned residential. Provisions of this Section are intended to comply with State legislation regarding accessory dwelling units as such legislation may be amended over time. When provisions of this Section are determined to be in conflict with State law, State law shall supersede these regulations.

C. Definitions

1. "Living area" means the interior habitable area of a dwelling unit but does not include a garage or any accessory structure.

2. "Accessory dwelling unit" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit may be established in any of the following methods:

    a. Located within the living area of an existing single-family dwelling.

    b. Attached as a separate unit to an existing single-family dwelling.

    c. Constructed as a detached structure on a lot with an existing single-family dwelling.

    d. Conversion of an uninhabited accessory structure such as a garage on a lot with an existing single-family dwelling.

3. "Passageway" means a pathway that is unobstructed and extends from a street to one entrance of the accessory dwelling unit.

4. "Existing structure" for the purposes of defining an allowable space that can be converted to an ADU means within the four walls and roofline of any existing primary residence or existing accessory structure such as a garage on or after January 1, 2017, that can be made safely habitable under local building codes at the determination of the building official.

D. Development Standards

1. **General Development Standards**.

a. ADUs are not intended for sale separate from the primary residence and may be rented.

b. Prior to issuance of a building permit for an ADU a covenant of restriction to run with the land shall be recorded which specifies the ADU cannot be sold separately and either the primary dwelling unit or the ADU must be owner-occupied.

c. The lot where the ADU is proposed is zoned for single-family or multifamily use and contains an existing single-family dwelling.

d. Only one accessory dwelling unit may be created per legal lot.

e. A minimum lot size of six thousand square feet is required for lots upon which an accessory dwelling unit is to be established.

f. Except as provided for in subsection B of this section, ADUs shall comply with the development standards for the zoning district in which they are located, including setbacks, minimum distance between structures, and height limits, but excluding minimum lot area per dwelling unit standards. However, where a lot containing a new detached ADU abuts an alley, the rear setback for the ADU may be reduced to five feet.

g. No passageway shall be required in conjunction with the construction of an ADU.

h. The total floor area of a detached ADU shall not exceed one thousand two hundred square feet.

i. The increased floor area of an attached ADU shall not exceed fifty percent of the existing dwelling living area, with a maximum increase in floor area of one thousand two hundred square feet.

j. ADUs are subject to local building code requirements that apply to detached dwellings; however, an ADU is not required to have fire sprinklers if they are not required for the primary dwelling.

k. ADUs are not considered new residential uses for calculating connection fees or capacity charges for utilities, water or sewer service, except as described in subsection (C)(4) of this section.

2. **ADUs within Existing Space in the Primary Dwelling, Attached or Detached Garage or Other Existing Accessory Structure**.

a. No setback shall be required for an existing garage that is converted to an ADU, and a setback of no more than five feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage.

b. No off-street parking is required.

c. Any existing off-street parking spaces that are displaced due to conversion of a garage, carport or covered parking structure are not required to be replaced.

d. There shall be no requirement to install a new or separate utility connection between the ADU and the utility or to impose a related connection fee or capacity charge.

e. ADUs shall have independent exterior access from the existing residence.

3. **Construction of New ADUs--Attached and/or Detached**.

a. Parking requirements shall not exceed one parking space per unit or bedroom.

b. Parking shall not be required in the following instances:

i. The ADU is located within one-half mile of public transit.

ii. The ADU is located within an architecturally and historically significant district.

iii. The ADU is part of the existing primary residence or an existing accessory structure.

iv. When there is a car share vehicle located within one block of the ADU.

c. When a garage, carport or covered parking structure is demolished in conjunction with construction of an ADU, any existing off-street parking spaces that are displaced shall be replaced on the same lot. Replacement spaces may be located in any configuration except tandem parking and shall be covered spaces.

4. **Permit Requirements**

ADUs shall be permitted ministerally through the city's site plan review process within one hundred twenty days of application. The planning director shall issue the

site plan review approval if all applicable requirements are met in Section 17.40.010 (D), Development standards.

5. **Findings**

   a. In order to deny an application for an accessory dwelling unit the planning director shall find that the proposed ADU would be detrimental to the public health and safety or would introduce unreasonable privacy impacts to the immediate neighbors.

   b. The planning director finds that tandem parking is not permitted anywhere in the jurisdiction and as such is not allowed in conjunction with the establishment of an ADU.

6. **Appeal**

The decision of the planning director shall be final unless appealed pursuant to Chapter 17.72.

17.40 020 Accessory Uses and Structures

1. **General Development Standards**

   a. An accessory use shall be secondary to a primary use or building to which it relates under the same regulations as the main use in any zoning district.

   b. Accessory structures shall be designed to be of similar and compatible architecture and materials as the principal structure(s) on the property.

   c. Accessory buildings and structures shall be detached from a principal structure on the same lot, and shall not be designed for human habitation (no cooking or kitchen facilities).

   d. Accessory buildings may be considered a part of the main building if connected by a common wall of not less than five feet in length, or if not more than twenty feet from the main building and connected thereto by a roof of not less than five feet in width.

   e. See Section 17.40.070 for community garden accessory structure regulations.

2. **Agricultural Accessory Structures**

a. Agricultural accessory uses and structures include any uses that are customarily related to an agricultural operation within the A-E, Exclusive Agriculture zone, A-L, Limited Agriculture and/or R-R, Rural Residential zone.

b. Agricultural accessory structures may be built prior to the primary or principal use structure on the same site.

c. Agricultural accessory structures shall not exceed 28 feet in height, and shall meet all setback requirements of the zoning district except where Section 17.40.050, Animal Keeping establishes a greater setback requirement for a large animal keeping structure.

3. **Residential Accessory Structures and Uses**

a. Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, swimming pools, workshops, detached covered patios and decks, other similar structures and ground mounted photovoltaic panels. Freestanding bathrooms shall not be permitted as a residential accessory structure.

b. Residential accessory structures shall not be designed for nor used for human habitation.

c. Residential accessory structures with individual floor areas greater than 120 square feet shall be limited to two (2) per residential lot.

d. The floor area of residential accessory structures shall not exceed a cumulative floor area of 1,000 square feet, and individual accessory structure floor area shall not exceed 25 percent of the principal structure floor area.

e. Residential accessory structure setbacks are as follows:

i. Interior side setback = 3 feet
ii. Front setback, same as principal structure on same lot.
iii. Corner lot street-side setback = 6 feet
iv. Rear setback = 3 feet, except that a detached garage accessory structure with alley access shall require a 5 foot rear setback.

f. Residential accessory structures shall not exceed 12 feet in height and shall be limited to one (1) story, except in the R-R and R-E zones which allow 2 stories and 24 feet in height (See Table 2-4).

g. A residential accessory structure shall only be constructed or an accessory use initiated concurrent with or after the construction of the principal structure or initiation of the principal use on the same site.

17.40 030 Adult Oriented Businesses

A. Purpose

The purpose of this Subsection is to regulate adult businesses by establishing reasonable and uniform regulations to prevent the concentration of adult businesses or their close proximity to incompatible uses, while permitting the location of adult businesses in certain areas.

B. Applicability

1. Adult businesses are permitted, subject to a conditional use permit, only in the heavy industrial land use zone district.

C. Definitions

1. “Adult-Oriented Business” means **a**ny business establishment or concern which as a regular and substantial course of conduct operates as an adult arcade, adult bookstore, adult cabaret, adult dance studio, adult hotel/motel, adult modeling studio, adult theater; any business establishment or concern which as a regular and substantial course of conduct sells or distributes or offers for sale or distribution sexually oriented merchandise or sexually oriented material; or any other business establishment or concern which as a regular and substantial course of conduct offers to its patrons products, merchandise, services, or entertainment characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas. "Adult-oriented business" does not include those uses or activities, the regulation of which is preempted by State law.

D. Development Standards

1. **Location Requirements**.

   a. No adult oriented business shall be established or located in any area in the City other than the H-I Heavy Industrial zone, subject to a Conditional Use Permit approval. In those locations where the adult oriented businesses regulated by this Subsection would otherwise be permitted uses, it shall be unlawful to establish any adult oriented business or substantially enlarge an existing adult oriented business if the location is:

      1) Within 2,000 feet of another such business.

2) Within 1,000 feet of any religious institution, school, or public park.
3) Within 1,000 feet of any property designated for residential use or used for residential purposes.

b. Measurement of Distance. The distance between any two adult entertainment businesses shall be measured in a straight line, without regard to intervening structures, from the closest structural wall of each business. The distance between any adult entertainment business and any religious institution, school or public park or any property designated for residential use or used for residential purposes shall be measured in a straight line, without regard to intervening structures, from the closest property line of the religious institution, school or public park or any property designated for residential use or used for residential purposes.

17.40 040 Alcohol Sales

A. Purpose

This Subsection establishes standards regarding the permitting requirements for businesses involved in the sale of alcoholic beverages.

B. Applicability

The regulations of this Subsection apply to any use which is subject to a State issued Alcoholic Beverage Control (ABC) license, either on-sale or off-sale.

C. Development Standards

1. **Permit Requirements – Uses with Off-Sale ABC Licenses**.

a. Convenience stores, food stores and other similar stores with ABC licenses and with less than 15,000 square feet of floor area shall require a Conditional Use Permit.

b. Super markets and retail stores with ABC licenses and with 15,000 square feet or more of floor area will require a Conditional Use Permit if located within an over-saturated census tract as defined by the State Department of Alcoholic Beverage Control.

c. Liquor stores with ABC licenses shall require a Conditional Use Permit.

2. **Permit Requirements – Uses with On-Sale ABC Licenses**.

a. Bars, taverns, cocktail lounges and night clubs with ABC licenses shall require a Conditional Use Permit.

b. Sit-down restaurants with an ABC license whose predominant function is the service of food and where the on-site sale of alcoholic beverages is incidental or secondary to the sale of food, are exempt from the requirement of a Conditional Use Permit. An incidental bar or lounge may be allowed for the convenience of dining patrons, however, if the bar area exceeds 25 percent of the floor area a Conditional Use Permit shall be required.

17.40 050 Animal Keeping

A. Purpose

This Subsection establishes standards for the location and keeping of large animals, which are animals typically associated with farms or agricultural land uses such as cattle, sheep, goats, or horses.

B. Applicability

The regulations of this Subsection apply in the Rural Residential (R-R), Exclusive Agriculture (A-E) and Limited Agriculture (A-L) zones in which large animal keeping is allowed, subject to the regulations of this subsection.

D. Development Standards

In the zones where large animals are permitted, all of the following standards and conditions apply:

1. Breeding, raising and keeping of poultry, birds, rabbits, chinchillas, or fish for domestic use of the resident on the lot is permitted, however, there shall be no killing of animals or dressing of such animals for any purpose.

2. Keeping of cattle, sheep, goats, horses or hogs owned by the resident of the lot is permitted provided that any combination of such animals is limited to one animal per one-half acre. No killing or dressing of such animals shall be conducted on the lot.

3. Pens, coops, stables and other structures housing livestock or poultry shall be at least:
   a. One hundred feet from the front property line and twenty-five feet from side and rear property lines.

   b. Corrals and other enclosures shall be no less than thirty feet from dwelling units within the same zoning district or less restrictive agricultural districts, but no less than one hundred feet from division lines separating the R-R

district from more restrictive zoning districts. Pastures may be located within the front yard setback for those lots with substantial front yard setbacks.

4. All fencing shall comply with the applicable standards in Section 17.30.030, Fences & Walls. Fencing within the front yard setback parallel to the street shall be of an aesthetic variety, type, material and color such as split rail fencing as approved by the planning director. Chain link fencing shall not be permitted in a front yard.

5. All development which involves housing or enclosing large animals shall be reviewed by the planning director for compliance with this section and any other applicable statutes, laws and ordinances.

6. Applicant shall allow inspection of animal maintenance facilities by the City of Wasco building inspector, animal control, and by the Kern County Health Department.

7. Any permit issued pursuant to this section may be revoked or modified pursuant to Section 17.52.100 (Permit Procedures) of this title upon receipt of a recommendation for revocation or modification from the Kern County Health Department, Wasco animal control officer or from the City of Wasco building inspector.

17.40 060 Automobile and Vehicle Accessory Sales/Service

A. Purpose

This Subsection establishes standards for new and used automobile and vehicle sales and service facilities and auto service businesses.

B. Development Standards

All auto related uses shall be developed in the following manner:

1. All parts, accessories, etc., shall be stored within a fully enclosed structure.

2. Service and associated car storage areas, except for vehicle display areas, shall be completely screened from public view.

3. All on-site lighting shall be stationary and directed away from adjoining properties and public rights-of-way.

4. All loading and unloading of vehicles shall occur on-site and not in the adjoining streets or alleys.

5. All vehicles associated with the business shall be parked or stored on site and not in adjoining streets, alleys or on landscaped areas (in contrast to planned, hardscape areas for display of vehicles).

8. An adequate on-site queuing area for service customers shall be provided. Required parking spaces may not be counted as queuing spaces.

9. No vehicle service or repair work shall occur except within a fully enclosed structure. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.

10. Every parcel with a structure shall have a trash receptacle on the premises. The trash receptacle shall comply with adopted public works standards and be of sufficient size to accommodate the trash generated. The receptacles shall be screened from public view on at least three sides with gate access on the fourth side. All screening devices shall comply with city of Wasco improvement standards for bin enclosures.

17.40 070 Community Gardens

A. Purpose

This Subsection establishes standards for community gardens on private and public property within the community.

B. Definitions

1. “Community Gardens” are defined as an area of land used to grow and harvest fruits, vegetables, flowers, herbs and ornamental plants by individuals or collectively by members of a group, and may be arranged into multiple plots. This classification does not allow harvesting for commercial sales on or off the premises.

C. Development Standards

1. Hours of operation shall be limited to the hours between sunrise and sunset.

2. Accessory structures such as storage sheds for tools and other supplies are allowed with a maximum floor area of 120 sq. ft. and a maximum height of 12 feet.

3. Water efficient irrigation techniques such as drip irrigation and timers to control watering times are required. All hoses shall be equipped with a positive shut-off or trigger nozzle. Mulching of planted areas is encouraged to retain plant moisture.

4. Composting may be performed on-site within a composting container, in compliance with the following:

    a. Composted materials shall be only those materials generated on-site.
    b. Composting containers shall be located a minimum of 20 feet from adjacent residential buildings.

5. Trash and composting receptacles shall be screened from adjacent residential properties by utilizing landscaping, fencing or placed within storage structures.

6. The property shall have an active utility account for water, trash and green waste removal.

7. Planting illegal or invasive plants shall be prohibited.

17.40 080 Convenience Stores

A. Purpose

This Subsection establishes standards for convenience stores within the community.

B. Definitions

"Convenience store" is defined as a retail store generally containing less than 5,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages, and other household supplies to customers. It is designed to attract a large volume of stop-and-go traffic.

C. Development Standards

1. Minimum site area shall be 10,000 square feet.

2. One access drive may be permitted for each street frontage, subject to City Engineer approval. Access to state highways is subject to Caltrans approval.

3. No convenience store shall have a point of entrance that is less than one thousand feet from a previously approved convenience store, except in such cases when a physical feature such as State Highway 46, serves as a pedestrian barrier that could potentially expose persons to dangerous situations.

4. All on-site lighting shall be energy efficient, stationary and directed away from adjoining properties and public rights-of-way.

5. The premises shall be kept in a neat and orderly condition at all times.

6. Each convenience store shall have a trash receptacle on the premises. The trash receptacle shall comply with adopted subdivision ordinance standards and be of sufficient size to accommodate the trash generated. The receptacles shall be screened from public view on at least three sides with gate access on the fourth side. All screening devices shall comply with city of Wasco improvement standards for bin enclosures;
7. If on-site dispensing of automotive fuels is provided, the design, location and operation of these facilities shall be consistent with the provisions of subsection 17.40.230. Additionally, the cashier location shall provide direct visual access to the pump islands, the vehicles parked adjacent to the islands and propane storage area if applicable.

8. A bicycle rack shall be installed in a convenient location visible from the inside of the store.

9. Each convenience store shall provide a public restroom located within the store.

10. On-site video games may not be installed or operated on the premises.

11. A convenience store adjacent to any residentially designated district shall have a six-foot high decorative masonry wall and landscaping along the property lines adjacent to such districts.

12. All parking, loading, circulation aisles, and pump island bay areas shall be constructed with (PCC) concrete;

17.40 090 Day Care Home - Large

A. Purpose and Applicability

The provisions of this Subsection apply to large family day care homes (9-14 children), as defined by current State law. These standards shall apply in addition to requirements imposed by the California Department of Social Services and other regulatory agencies.

B. Development Standards

1. The operator of a large family day care home shall obtain and maintain a valid license from the California Department of Social Services in compliance with California Code of Regulations, Title 22, Division 12 (Child Care Facility Licensing Requirements).

2. A large family day care home shall be the primary residence of the care provider, and the day care use shall be incidental and accessory to the use of the property as a residence.

3. Day care facilities shall be located no closer than five hundred feet, in any direction, from an existing day care facility, measured from property line to property line except that they may be located no closer than two hundred fifty feet measured from property line to property line from any existing day care facility not fronting on the same street.

4. The capacity specified on the license shall be the maximum number of children for whom care can be provided.

5. An outdoor play area of no less than seventy-five square feet per child, but in no case less than four hundred fifty square feet in area shall be provided. The outdoor play area shall be located in the rear area. Stationary play equipment shall not be located in required side and front yards.

6. All fences or walls shall provide for safety with controlled points of entry.

7. All on-site parking shall be provided pursuant to Chapter 17.36 (Off-Street Parking). Sufficient off-street loading space shall be provided in addition to the required off-street parking to serve the dwelling. The required loading space may be located within the required front yard setback; however, it cannot impede access to the off-street parking required to serve the dwelling.

8. The day care facility shall contain a fire extinguisher and smoke detector devices and meet all standards established by the Kern County Fire Marshall.

9. No day care facility shall be established until an application for a Conditional Use Permit has been submitted to and approved by the Planning Commission in accordance with the procedure set out in Chapter 17.52 of this title

17.40 100 Drive-Thru Restaurants

A. Purpose and Applicability

This Subsection provides standards for drive-thru facilities. Each such drive-thru business shall be subject to all of the regulations applicable to the permitted use in the zone in which the drive-thru is located and the regulations of this subsection.

B. Development Standards

Drive-thru facilities shall comply with all of the following:

1. Pedestrian walkways should not enter through drive aisles, but where they do, they shall have clear visibility, and they must be identified by special paving or striping.

2. Drive-through aisles shall be a minimum twelve-foot width on curves and a minimum eleven-foot width on straight sections.

3. Drive-through aisles shall provide sufficient stacking area behind the menu board to accommodate a minimum queue of six cars.

4. Landscaping shall be used to screen drive-through aisles from the public right-of-way and shall be used to minimize visual impact of readerboard signs and directional signs.

5. Drive-through aisles shall be constructed with Portland cement or other material approved by the city engineer.

6. Parking areas and the drive-through aisle and structure shall be set back from the ultimate frontage curb face a minimum of twenty feet.

7. Menu boards shall be a maximum of thirty-two square feet, with a maximum height of eight feet and shall face away from the street or be screened from street view.

8. No drive-through aisles shall exit directly onto a public right-of-way.

9. Drive-through restaurant loudspeakers shall not be audible above sixty-five db at the edge of any adjacent property.

10. Credit for off-street parking: Vehicle stacking spaces within the drive-thru lane(s) may be granted credit toward required off-street parking at a maximum rate of fifty percent (50%), at the discretion of the approving entity (Planning Director or Planning Commission).

11. Drive-thru lanes shall be designed to avoid the blocking of parking stalls and pedestrian access.

12. All exterior lighting shall be arranged and shielded to prevent any glare, reflection, and any hazardous interference of any kind on adjoining streets or property.

17.40 110 Emergency Shelters

A. Purpose and Applicability

This subsection establishes use and development regulations for emergency shelter facilities in accordance with state law and the city's adopted housing element. In accordance with state law, local communities have a responsibility to provide adequate sites for emergency shelters that serve homeless individuals and families. The goal of emergency shelters is to address acute needs of individuals and families by providing basic residential facilities and may include programs, which help residents find available social services. Consistent with the findings of the state legislature, the city recognizes the need for and the benefit of temporary housing and services for homeless persons and families. This chapter is intended to allow for the development of emergency shelter facilities subject to location, development and operational standards that minimize potential adverse impacts on nearby properties and the community as a whole

B. Location of Emergency Shelters

Emergency shelters are permitted in conjunction with religious facilities (churches), subject to the location and permitting restrictions identified in this Code. Emergency shelters are further permitted by right in the High Density Residential (R-3), Commercial Retail (C-R) and Service Commercial (C-S) zones. Emergency shelters shall not be located within three hundred feet of any other existing emergency shelter facility.

C. Development Standards

In addition to the development standards in the underlying zoning district, the following standards apply to emergency shelters and each emergency shelter shall comply with the standards set forth in this section. In the event of conflict between these standards and the underlying zoning district regulations, the provisions of this section shall apply. Nothing in this section modifies the requirements for approval of a church facility as otherwise provided in this code.

1. State and local standards compliance.
   a. Facility compliance with applicable state and local standards and licensing requirements if required for any program provided in the shelter.

   b. Compliance with applicable state and local housing, building, and fire code requirements.

2. Operational characteristics
   a. The facility shall have on-site supervision during all hours when the shelter is open.

   b. Facilities shall provide secure areas for personal property.

c. If the emergency shelter is proposed in conjunction with a church facility, the area utilized for emergency shelter facilities may not exceed twenty-five percent of the total floor area used for the religious facility.

d. Where a day care facility or elementary or middle school is operated on the same site as an emergency shelter, the day care and school facilities must be separated from the emergency shelter facilities by means to prevent access from one facility to the other.

3. Citywide Number of Beds Limited:
At no time shall the number of emergency shelter beds permitted within the city limits be greater than the total number of homeless individuals counted in the most recent point in time homeless count for the Wasco area. If at any point the number of existing permitted beds exceeds the most recent point in time homeless count, no new beds will be permitted.

4. Limited Terms of Stay.
The maximum term of staying at an emergency shelter is six months in a consecutive twelve-month period.

5. Parking.
The emergency shelter shall provide on-site parking at a rate of two spaces per facility for staff plus one space per six occupants allowed at the maximum capacity.

6. Emergency Shelter Management.
A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Community Development department prior to operation of the emergency shelter. The plan shall include a floor plan that demonstrates compliance with the physical and operational standards of this chapter. The operator of each emergency shelter shall annually submit the management plan to the Planning and Community Development Department with updated information for review and approval. The city council may establish a fee by resolution to cover the administrative cost of review of the required management plan.

17.40 120 Guest Houses

A. Purpose and Applicability

This Subsection provides standards for guest houses which are a permitted use in all residential zones. Guest house" means living quarters, having no kitchen

facilities, located on the same premises with a main building and occupied for the sole use of members of the family, a temporary family guest, or persons permanently employed on the premises.

B. Development Standards

1. A guest house shall have no kitchen facilities.

2. The guest house may be a maximum of twenty percent of the main structure footprint and must comply with the requirements set forth in Table 2.4 for residential development standards.

3. Guest house buildings or structures shall be detached from the principal residential structure on the same lot and incidental to the principal building.

4. Guest house buildings or structures shall be limited to one story except where developed as a second story over a freestanding garage, subject to Conditional Use Permit approval.

5. Prior to issuance of a building permit for a Guest House a covenant of restriction to run with the land shall be recorded which specifies the Guest House cannot be sold separately or rented and the primary dwelling unit must be owner-occupied.

6. Separate utility connections for Guest Houses will not be permitted.

17.40 130 Home Occupations

A. Purpose and Applicability

This Subsection provides standards for the conduct of home occupations. In general, a home occupation is a residential accessory use so located and conducted that the average neighbor, under normal circumstances, would be unaware of its existence. The standards and provisions for home occupations are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood

B. Development Standards

All home occupations shall comply with all applicable requirements and standards identified in this subsection.

1. Permitted Home Occupations. Home occupations may include, but are not limited to the following:

Activity	Includes
a. On-site professional service and consultation - by appointment only	Architect, broker, consultant, engineer, insurance agent, land surveyor, bookkeeper, accountant, typist, or similar use as determined by the planning director.
b. Off-site personal services requiring home office	Gardening and landscaping service, locksmith, and other uses where storage in vehicle is required, or similar use as determined by the planning director.
c. Sales - no door-to-door sales, delivery to customers only	Sales representative (including jewelry, cosmetics, products of domestic consumption), catalog and telephone sales only or similar use as determined by the planning director.
d. Artisan studio	Artist, sculptor, photography studio, author, composer, weaver, crafts, rug and blanket weaving, lapidary or similar use as determined by the planning director.
e. Group instructional (income producing activities)	Small day care or similar use as determined by the planning director.

No home occupation permit shall be required for an in-home educational activity, including but not limited to music lessons, academic tutoring, or religious instruction, provided that no more than six students are present at any one time, and the use complies with all of the operating standards outlined below. In addition, no home occupation permit shall be required for a business using the owners or any partners home solely as its business address provided: (a) that there is no signage at the home address; (b) there are no building materials stored at the home address; (c) that no manufacturing takes place at the home address; (d) that in the course of doing business, no employees or customers appear at the home address to transact business.

2. Operating Standards. Home occupations shall comply with all of the following operating standards:

    a. The home occupation shall not alter the appearance of the dwelling unit.
    b. There shall be no displays, sale or delivery of merchandise or advertising signs on the premises.
    c. There shall be no signs other than the address and name of the resident.
    d. There shall be no advertising which identifies the home occupation by street name.
    e. The home occupation shall be confined completely to one room located within the dwelling. It shall not occupy more than twenty-five percent of the gross area of one floor of the residence. No portion of any garage, carport

or other accessory structure shall be used for home occupation purposes, other than for storage which does not impair required parking in the garage.

f. Only one vehicle no larger than a three-fourth-ton truck may be used by the occupant directly or indirectly in connection with a home occupation.
g. No external alterations or construction features can be made to accommodate a home occupation nor can any change be made which would change the fire rating of the structure or the fire district in which the structure is located.
h. There shall be no use or storage of material or mechanical equipment, either indoor or outdoor, not recognized as being part of a normal household or hobby use.
i. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises. Utility consumption shall not exceed normal residential usage.
j. No use shall create or cause noise, dust, light, vibration, odor, gas, fumes, toxic/hazardous materials, smoke, glare, or electrical interference or other hazards or nuisances.
k. Only the occupants of the dwelling may be engaged in the home occupation.
l. The home occupation shall not require the services of commercial carrier freight deliveries at the site in a frequency greater than what is normally found in a residential area.
m. The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the land use district in which it is located.
n. No business license shall be issued until a home occupation permit is obtained, pursuant to the municipal code.
o. A home occupation permit shall not be transferable.
p. There shall be no more than one home occupation in any dwelling unit;
q. If the home occupation is to be conducted on rental property, the property owner's written authorization for the proposed use shall be obtained prior to the submittal of a home occupation permit.

3. Prohibited Home Occupation Uses. The following list presents example uses that are not incidental to nor compatible with residential activities, and are prohibited:

a. Antique shop;
b. Auto repair;
c. Barber and beauty shop;
d. Businesses which engage in the harboring, training, breeding, raising, or grooming of dogs, cats, or other animals on the premises;
e. Cabinet making;
f. Carpentry and cabinet making;
g. Funeral chapel or funeral home;
h. Kennel;

i. Medical and dental offices, clinics, and laboratories;
j. Mini storage;
k. Repair, fix-it or plumbing shops;
l. Storage of equipment, materials, and other accessories to the construction and service trades;
m. Vehicle repair (body or mechanical), upholstery and painting;
n. Welding and machining;
o. Any other use determined by the planning director to not be incidental nor compatible with residential activities.

4. Application. The conduct of a home occupation requires the approval of the planning director who may establish conditions to further the intent of this section. An application for a home occupation permit shall be in a form prescribed by the planning director, shall be filed with the department, and shall follow the Site Plan and Design Review process pursuant to Chapter 17.52. All permitted home occupations shall fall under one of the five listed categories in subsection (B)(1) of this section, or be a prohibited use pursuant to subsection (B)(3) of this section. No home occupation shall be established until an application for a home occupation permit has been submitted to and approved by the planning director as being consistent with the requirements of this chapter in accordance with the procedures set out in Section 17.52.060 of this title.

5. Revocation. A home occupation permit (permit) may be revoked or modified by the planning director if any one of the following findings can be made:

   a. That the use has become detrimental to the public health, safety or traffic or constitutes a nuisance.
   b. That the permit was obtained by misrepresentation or fraud.
   c. That the use for which the permit was granted has ceased or was suspended for six or more consecutive calendar months.
   d. That the condition of the premises, or the area of which it is a part, has changed so that the use is no longer justified under the meaning and intent of this section.
   e. That one or more of the conditions of the home occupation permit have not been met.
   f. That the use is in violation of any statute, ordinance, law or regulation.

17.40 140 Mini-Storage Facilities

A. Purpose and Applicability

This Subsection provides standards for mini-storage facilities. (“Mini-storage" means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.)

B. Development Standards

Mini-storage facilities shall comply with all of the following:

1. The minimum site area shall be twenty thousand square feet.

2. The site shall be entirely paved, except for structures and landscaping (vehicular storage areas may have alternative paving subject to city approval in industrial zones only).

3. All on-site lighting shall be energy efficient, stationary and directed away from adjoining properties and public rights-of-way.

4 The site shall be completely enclosed within a six-foot high solid decorative masonry wall, except for points of ingress/egress (including emergency fire access) which shall be properly gated. The gates shall be maintained in good working order and shall remain closed except when in use.

5. No business activity shall be conducted other than the rental of the storage spaces for inactive storage use.

6. All storage shall be located within a fully enclosed structure(s).

7. No flammable or otherwise hazardous materials shall be stored on-site.

8. Residential quarters for a manager or caretaker may be provided in the development.

9. The development shall provide for two parking spaces for the manager/caretaker, and a minimum of two spaces located adjacent to or in a close proximity to the manager's quarters for customer parking.

10. Aisle width shall be a minimum of twenty feet between buildings to provide unobstructed and safe circulation.

11. Trash receptacles shall be located on the premises in a quantity and manner approved by the city. The trash receptacle shall comply with adopted public works standards and be of sufficient size to accommodate the trash generated. The receptacles shall be screened from public view on at least three sides with gate access on the fourth side. All screening devices shall comply with city of Wasco improvement standards for bin enclosures.

12. Storage facilities located adjacent to residential districts shall have their hours of operation restricted to seven a.m. to nine p.m., Monday through Saturday and nine a.m. to nine p.m. on Sundays.

13. The storage of vehicles including autos, boats and RVs may be permitted subject to approval of a conditional use permit pursuant to Chapter 17.52.

17.40 150 Mobile Home/Manufactured Housing

A. Purpose and Applicability

This Subsection provides standards for mobilehomes and manufactured housing when used as a single-family dwelling.

B. Development Standards

Mobilehomes and manufactured housing are permitted on individual residentially zoned lots, subject to Site Plan Review approval, and shall comply with all of the following:

1. Mobile or manufactured homes may be used as single-family dwellings if the home is certified under the National Mobilehome Construction and Safety Standards Act of 1974.

2. Mobile or manufactured homes which are used as single-family residences shall be installed on an approved permanent foundation system in compliance with applicable codes in all residential zones.

3. The planning director shall determine that the subject lot together with the proposed mobile or manufactured home is compatible with surrounding development. This determination shall include an assessment of on-site design and development standards and materials, architectural aesthetics, setbacks, building height, accessory buildings, access, off-street parking, and any other criteria determined appropriate by the planning director. If individual codes, covenants and restrictions governing development within a subdivision are applicable, and more restrictive than those imposed by this chapter, the codes, covenants and restrictions shall prevail.

4. The following design standards shall govern the installation and construction of manufactured and mobilehomes:

    a. All homes shall have a minimum eave dimension of eighteen inches.

    b. All roofing and siding shall be of similar materials to dwelling structures on adjacent properties excepting that siding and roofing shall be non-reflective and shall be installed from the ground up to the roof.

c. All roofs shall have a minimum pitch of 1:4.

d. All homes shall have a minimum width (across the narrowest portion) of twenty feet.

e. Not more than ten years shall have elapsed between the date of manufacture of the manufactured home and the date of the application for the issuance of a permit to install said manufactured home.

f. The main floor of any proposed mobile and/or manufactured home shall be a maximum of eighteen inches above grade.

g. All new mobile and/or manufactured homes shall be required to have skirting of either concrete cinder blocks or similar material. No prefabricated metal, vinyl, wood etc., skirting shall be permitted.

17.40 160 Mobile Home Parks

A. Purpose and Applicability

This Subsection provides standards for mobile home park development. Mobile home parks are defined as an area or tract of land where two or more lots are rented or leased or held out for rent or lease, but not divided as owner occupied lots, to accommodate mobilehomes.

B. Development Standards

Mobile home parks are subject to Conditional Use Permit approval and shall comply with all of the following:

1. Individual mobilehome space minimum setbacks shall be measured from the edge of internal private streets and space lines.

2. Maximum mobilehome space coverage (mobilehome and its accessory structure) shall be seventy-five percent.

3. Each mobilehome shall be equipped with skirting or provided with a support pad which is recessed to give the appearance of the mobilehome being located on grade.

4. All on-site utilities shall be installed underground in accordance with the city of Wasco improvement standards.

5. The mobilehome park shall be provided with parking as required by Chapter 17.36 (Off-Street Parking Standards).

6. A common recreation area which may contain a recreation building shall be provided in the park for use by all tenants, owners and their invited guests. The area shall be provided in one common location with a minimum aggregate area of four hundred square feet of recreational space per mobilehome space or lot.

7. All exterior boundaries of the mobilehome park shall appear similar to conventional residential developments and shall be screened by a decorative wall, fence or other comparable device six feet in height and include landscaping pursuant to this chapter.

8. Common open space shall be landscaped in accordance with a landscape plan approved by the planning director consistent with Chapter 17.34.

9. All mobilehome park or subdivision developments shall provide open space recreational amenities within the site which may include: a swimming pool; spa; clubhouse; tot lot with play equipment; picnic shelter - BBQ area; court game facilities such as tennis, basketball or racquetball; improved baseball or softball fields; or, day care facilities. The types of amenities shall be approved by the planning director and provided according to the following schedule:

Dwelling Units	Amenities
0--9	0
10--50	1
51--100	2
101--200	3
201--300	4

Add one amenity for each one hundred additional units or fraction thereof.

10. Landscaped setback easements shall be provided along the periphery of the mobilehome development and shall be fifteen feet in width for all sides adjacent to public right-of-way. The interior edge of this landscape easement (and not the edge adjacent to the public right-of-way) shall be used for setback purposes.

11. Mobilehomes shall have individual space setbacks as follows:

Front:	15'
Side:	5'
Street Side:	10'
Rear:	5'

Rear Yard Through Lot:	15'

12. Mobilehomes shall be limited in height to one story or fifteen feet, whichever is less.

13. Minimum distance between mobilehomes and mobilehome accessory structures shall be ten feet.

14. All fences and walls shall be no taller than four feet within the required front yard space setback and no taller than seven feet within the required side and rear yard space setbacks.

17.40 170 Multi-Family Development Standards

A. Purpose and Applicability

This Subsection provides standards for multi-family residential development. Multi-family development is defined as three or more dwelling units on a single parcel including triplex, fourplex, or other multifamily configurations. Units may be attached or detached and may include condominiums.

B. Development Standards

Multi-family development shall comply with the following requirements:

1. Multifamily developments shall provide fifteen percent usable open space for passive and active recreational uses. Usable open space areas shall not include: rights-of-way, vehicle parking or maneuvering areas, areas adjacent to or between any structures less than fifteen feet apart, setbacks, patio or private yards.

2. Each dwelling shall have a private (walled) patio or balcony not less than fifty square feet in area or ten percent of the dwelling unit (whichever is less), and the patio or balcony shall not be used for storage.

3. All multifamily developments shall provide recreational amenities within the site which may include: a swimming pool; spa; clubhouse; tot lot with play equipment; picnic shelter/BBQ area; court game facilities such as tennis, basketball or racquetball; improved softball or baseball fields; or day care facilities. The type and number of amenities shall be approved by the planning director and provided in accordance with the following schedule:

Dwelling Units	Amenities
0--4	0

5--11	1
12--50	2
51--100	3
>100	3 plus 1 additional amenity required for every 50 additional units above 100

4. If laundry hookups are not provided in each dwelling unit, common laundry facilities of sufficient number and accessibility consistent with the number of living units and the Uniform Building Code shall be provided at a rate of at least one washer and one dryer for each five dwelling units.

5. Multifamily Site Planning.

   a. Building Articulation. Long, unbroken facades and box like forms shall be avoided. Building facades shall be broken up to give the appearance of a collection of smaller structures. To the extent possible, each of the units shall be individually recognizable. This can be accomplished with use of balconies, setbacks and projections which help articulate individual dwelling units or collections of units, and by the pattern and rhythm of windows and doors. Wall planes shall be offset no less frequently than every thirty-two feet and rooflines shall be articulated with varying heights.
   b. Clustering of Units. The following design techniques shall be considered and implemented whenever possible:
      i. Varying front setbacks within same structure;
      ii. Staggered and jogged unit planes;
      iii. Use of reverse building plans to add variety;
      iv. Maximum of two adjacent units with identical wall and rooflines.

   c. Project Entries. Project entries shall provide direct visibility to the project with landscaping, recreational facilities and project directories. Special attention is to be given to the hardscape and landscape treatments to enhance the overall project image at project entries.

   d. Entry Drives. The principal vehicular access into a multifamily housing project shall be through an entry drive rather than a parking drive.

   e. Garages.
      i. Individual parking garages within residential structures shall be enclosed behind garage doors;
      ii. Garages with parking aprons less than twenty feet in length or width shall have automatic garage door openers and/or sectional roll-up doors.

   f. Carports. Where carports are utilized, they shall follow the same criteria for spatial arrangement as parking courts. Carports may be incorporated with patio walls or used to define public and private open space, but

incorporating carports into exterior project walls adjacent to streets shall be prohibited. The ends of each cluster of carports shall be landscaped.

g. Pedestrian Access from Parking. Landscape bulbs shall align with major building entrances to provide pedestrian access to the building entrance from a parking court or drive. Bulbs that align with entrances shall include a pathway as well as a vertical landscape or architectural element, for example, a trellis or a tree.

h. Open Space. Residents of housing projects shall have safe and efficient access to usable open space, whether public or private, for recreation and social activities. The design and orientation of these areas shall take advantage of available sunlight and shall be sheltered from the noise and traffic of adjacent streets or other incompatible uses.

   Required common open spaces shall be conveniently located for the majority of units. Private open spaces shall be contiguous to the units they serve and screened from public view. Projects shall have secure open spaces and children's play areas that are visible from the units.

i. Planted Areas. All areas not covered by structures, drives, parking or hardscape shall be appropriately landscaped. Such planted area shall include trees at a rate of one tree, with a minimum trunk diameter of two inches at four feet above finished grade at time of planting per five hundred square feet of planted area, or such greater amount in order to achieve fifty percent shading in ten years.

j. Refuse Storage/Disposal. Trash bins shall be fully enclosed in accordance with the city of Wasco improvement standards. Said enclosures shall be landscaped on their most visible sides. Locations shall be conveniently accessible for right-hand-side trash collection and maintenance and shall not block access drives during loading operations.

k. Support Facilities. Any support structures within multifamily residential projects such as laundry facilities, recreation buildings and sales/lease offices shall be consistent in architectural design and form with the rest of the complex. Temporary sales offices shall also be compatible with these guidelines.

l. Mailboxes. Where common mailbox services are provided, they shall be located close to the project entry, or near recreational facilities. The architectural character shall be in similar form, materials and colors to the surrounding buildings. Mailbox locations must be approved by the U.S. Postal Service.

m. Security. Multifamily projects shall be designed to provide a maximum amount of security for residents and visitors. Parking areas shall be well lit and located so as to be visible from residential units. Landscaping shall be planned and maintained to provide views into open space areas.

6. Multifamily Architecture. The design of multifamily developments shall comply with the requirements of the underlying zone district and the following:

   a. Facade and Roof Articulation. Structures containing three or more attached dwellings in a row shall incorporate at least one of the following:
      i. For each dwelling unit, at least one architectural projection not less than two feet from the wall plane and not less than four feet wide shall be provided. Such projections shall extend the full height of single-story structures, at least one-half the height of a two-story building, and two-thirds the height of a three-story building;
      ii. A change in wall plane of at least two feet in depth for at least twelve feet in length for each two units shall be provided.

   b. Materials. Piecemeal embellishment and frequent changes in materials shall be avoided.

   c. Balconies, Porches and Patios. Balconies, porches and patios shall be required. These elements shall be integrated to break up large wall masses, and to offset floor setbacks.

   d. Dwelling Unit Access. The use of long, monotonous access balconies and corridors which provide access to five or more units shall be avoided. Instead, access points to units shall be clustered in groups of four or less. To the extent possible, the entrances to individual units shall be plainly visible from nearby parking areas. The use of distinctive architectural elements and materials to denote prominent entrances shall be used.

   e. Exterior Stairs. Simple, clean, bold projections of stairways shall be used to complement the architectural massing and form of the multifamily structure. Stairways shall be of smooth stucco, plaster or wood, with accent trim of complimentary colors. Thin-looking, open metal, prefabricated stairs are prohibited.

   f. Carports, Garages and Accessory Structures. Carports, detached garages, and accessory structures shall be designed as an integral part of the architecture of projects. They shall be similar in materials, color and detail to the principal structures of the development. Carports may utilize flat roofs but shall not project above any exterior walls adjacent to public streets, and shall be located in parking courts to the rear of buildings. Prefabricated metal carports shall not be used unless the exterior facade is made to match the exterior facade of the buildings.

Where garages are utilized, doors shall appear to be recessed into the walls rather than flush with the exterior wall. Their design shall be simple and unadorned.

g. Solar Panels. Solar panels, when used, shall be integrated into the roof design, flush with the roof slope. Frames shall be colored to match the roof colors. Natural aluminum finish is strongly discouraged. Any mechanical equipment shall be enclosed and completely screened from view.

h. Mechanical and Utility Equipment. All mechanical equipment whether mounted on the roof or ground shall be screened from view. Utility meters and equipment shall be placed in locations where they are not exposed to view from the street or they shall be suitably screened. All screening devices shall be compatible with the architecture and color of the adjacent structures.

i. Antennas. All antennas shall be placed in attics or building interiors. All new units shall be pre-wired to accept cable reception. Satellite dish antennas are specifically prohibited on roofs and shall be considered early in the design process in terms of location and any required screening.

7. Multifamily Infill in Single-Family Neighborhoods. If multifamily projects are located in existing neighborhoods, they shall be compatible with adjacent structures and fit within the context of the existing neighborhood. Minimum requirements include the following:

   a. Front Yard Setbacks. Front yard setbacks for new multifamily projects are pursuant to the requirements of the base zone district (shown on Table 2-5) and if setback average is used, the setback shall be equal to or greater than the average setbacks for the two adjacent properties.

   b. Architectural Compatibility. New multifamily development in existing neighborhoods shall incorporate architectural characteristics and maintain the scale of existing structures on the property and surrounding development, by incorporating window and door detailing, facade decoration, materials, color, roof style and pitch, porches and other features that are compatible.

17.40 180 Planned Residential Development/Small Lot Subdivisions

A. Purpose and Applicability

This Subsection provides standards for planned residential development and small lot subdivisions which may include attached and detached single-family dwellings.

The purpose of allowing these types of developments is to promote residential amenities beyond those expected in conventional residential developments, to achieve greater flexibility in design, to encourage well-planned neighborhoods through creative and imaginative planning as a unit, to provide for appropriate uses of land which is sufficiently unique in its physical characteristics or other circumstances to warrant special methods of development through the encouragement of integrated planning and design.

B. Development Standards

All such projects shall conform with the following design requirements:

1. Density. The underlying residential use district and overlay district shall determine the maximum number of dwelling units allowed in a planned unit development or small lot subdivision. When a parcel or parcels has more than one land use district, the maximum number of dwelling units shall be determined by adding together the allowable density for each land use district area.

2. Site Coverage. Structures shall not occupy more than forty percent of the gross site area for single-family detached units, and sixty percent for zero lot line and patio homes.

3. Height. Detached single-family structures shall not exceed two and one-half stories, or thirty-five feet. Attached single-family structures shall not exceed two and one-half stories or thirty-five feet. If more than two units are attached, the multifamily development standards shall apply.

4. Setbacks. The minimum setback from the project perimeter shall be determined by setbacks related to the street functional classification or twenty-five feet whichever is less. Setbacks between dwelling units in planned unit developments (cluster developments) shall be determined by the base zoning district.

5. Open Space. All planned residential developments with twelve or more dwelling units shall provide thirty percent usable open space for passive and active recreational uses. Usable open space areas shall not include: rights-of-way; vehicle parking and maneuvering areas; areas adjacent to or between any structures less than fifteen feet apart; setbacks; patios and private yards.

6. Amenities. All planned residential developments shall provide recreational amenities within the site which may include a: swimming pool; spa; clubhouse; tot lot with play equipment; picnic shelter-BBQ area; court game facilities such as tennis, basketball or racquetball; improved baseball or softball fields; or, day care facilities. The type of amenities shall be approved by the planning director and provided according to the following schedule:

Dwelling Units	Amenities
0--11	1
12--50	2
51--100	3
101--200	4
201--300	5

Add one amenity for each one hundred additional units or fraction thereof.

7. Private streets shall not be allowed pursuant to the city of Wasco Subdivision Ordinance.

8 Maintenance and Completion of Open Space, Amenities, Landscaping, and Manufactured Slopes. No lot or dwelling unit in the development shall be sold unless a corporation, home owner's association, assessment district or other approved appropriate entity has been legally formed with the right to assess those properties which are jointly owned or benefited to operate and maintain all of the mutually available features of the development including, but not limited to, open space, amenities, and landscaping. Conditions, covenants and restrictions (CC&R's) may be developed and recorded for the development subject to the review and approval of the city attorney. The recorded CC&R's shall not be under the jurisdiction of the city for enforcement. No lot or dwelling unit shall be sold unless all approved and required open space, amenities, landscaping, or other improvements, or approved phase thereof, have been completed or completion is assured by a financing guarantee method approved by the city engineer.

17.40 190 Reasonable Accommodation

A. Purpose

It is the policy of the city of Wasco, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereinafter Acts), to provide individuals with disabilities reasonable accommodation to rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This chapter establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures to comply fully with the intent and purpose of fair housing laws. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. Findings

The city council finds and determines that:

1. The federal Fair Housing Amendment Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing.
2. The Wasco housing element identifies and sets forth a plan for removing governmental constraints to housing for individuals with disabilities by providing reasonable accommodation.
3. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures furthers compliance with federal and state fair housing laws and provides greater opportunities for the development of critically needed housing for individuals with disabilities.
4. This chapter is consistent with the Wasco housing element and its objectives, goals, policies and implementation programs.

C. Applicability

A request for reasonable accommodation may be made by any person with a disability, the person's representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice is perceived to act as a barrier to fair housing opportunities.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of his or her choice.

D. Application Requirements

Request for reasonable accommodation shall be submitted on an application form provided by the planning division or in the form of a letter to the planning division and shall contain the following information:

1. Application Material.
    a. The applicant's name, address and telephone number.
    b. Address of the property for which the request is being made.
    c. The current use of the property.
    d. The basis for the claim that the individual is considered disabled under the Acts.
    e. The code provision, regulation or policy from which reasonable accommodation is being requested.

f. What specific accommodation is requested and why the accommodation is necessary to make the specific property accessible to the individual.

2. Processing Fee.
   a. The applicant shall pay a processing fee to the city as adopted by resolution of the city council. The amount of the processing fee shall reasonably represent the actual cost of processing the application. The applicant may apply for a fee waiver, which may be granted at the discretion of the city council.

If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval (including but not limited to: conditional use permit, design review, general plan amendment, zone change, annexation, etc.), then the applicant shall file the information required above for reasonable accommodation together for concurrent review with the application for discretionary approval.

E. Review Authority

1. Planning Director. If no approval is sought other than the request for reasonable accommodation, the request shall be reviewed by the planning director, or designee.

2. Other Reviewing Authority. If a request for reasonable accommodation is submitted for concurrent review with another discretionary land use application, it shall be determined by the authority making the final discretionary land use decision.

F. Review Procedures and Findings

1. Planning Director. The planning director shall make a written determination on the request within thirty days and either grant, grant with modifications or deny a request for reasonable accommodation.

2. Other Reviewing Authority. The determination on whether to grant, grant with modifications or deny a request for reasonable accommodation made by the authority responsible for reviewing the discretionary land use application shall be made at the time of the discretionary land use decision. The determination shall then be provided in writing to the applicant.

3. Findings. The written decision to grant, grant with conditions or deny a request for reasonable accommodation shall be based on consideration of the following factors:
   a. Whether the housing, which is the subject of the request, will be used by a disabled individual.

b. Whether the accommodation requested is necessary to make specific housing available to a disabled individual.
c. Whether the requested accommodation would impose an undue financial or administrative burden on the city, in which instance it would not be deemed to be reasonable.
d. Whether the requested accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning, in which instance it would not be deemed to be reasonable.
e. Potential impact on surrounding uses.
f. Physical attributes of the property and structures.
g. Alternative accommodations which may provide an equivalent level of benefit.

4. Conditions of Approval. In granting a request for reasonable accommodation the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the accommodation complies with the findings

G. Appeal of Determination

A determination by the reviewing authority to grant, grant with modifications or deny a request for reasonable accommodation may be appealed, pursuant to Chapter 17.72.

17.40 200 Recreational Vehicle Storage Facilities

H. Purpose and Applicability

This Subsection provides standards for recreational vehicle storage facilities. These type of facilities may be incorporated into a multi-family or planned residential development or developed as a separate business facility.

B. Development Standards

All such projects shall conform with the following design requirements:

1. Centralized storage areas shall be provided for recreation vehicles, boats, etc., at a minimum rate of one space for each six dwelling units if included as part of residential development. Any fractional space requirement shall be construed as requiring one full storage space pursuant to Chapter 17.36, Off-Street Parking Standards.

2. Individual storage spaces shall measure not less than twelve feet by thirty feet, and shall have direct access to a driveway with a minimum paved width of twenty-five feet.

3. Storage areas shall be paved and drained.

4. Storage areas shall be completely screened from exterior view by the combination of landscaping, masonry walls, fences or other comparable screening devices six feet in height, subject to the approval of the planning director.

17.40 210 Residence/Office Conversions

A. Purpose and Applicability

This Subsection provides standards for structures originally constructed as a single-family residence which are proposed for conversion to low intensity office use.

B. Development Standards

All such projects shall conform with the following design requirements:

1. The building elevations and the landscaping between the front property line and the building front shall be maintained in their residential character.

2. Wherever possible, parking shall be provided to the rear or side of the structure.

3. Any trees with a breast height diameter (BHD) of six inches or greater shall be preserved. If it becomes necessary to remove such tree, each tree removed shall be replaced with a thirty-six inch box tree at a rate of one per one removed.

4. If the rear property line abuts an alley, access to parking shall be provided from the alley whenever possible.

5. Where two or more single-family residences adjacent to one another are converted to office uses, reciprocal access and parking may be required where feasible.

6. Parking spaces shall be provided as determined by Chapter 17.36 and at project review. Landscaping and/or parking requirements may be reduced in accordance with Section 17.52.100 upon the planning director's approval in order to preserve the character of the design district.

7. Tandem parking shall not be allowed.

8. Loading spaces shall not be required.

9. Signs shall be permitted in accordance with the C-O zone.

10. The structure shall be made to conform to the provisions of the Uniform Fire Code and the Uniform Building Code and appropriate occupancy requirements for commercial structures.

11. Trash receptacles shall be placed to the rear of structures and be screened from view. Location and size of receptacles will be determined at project review.

17.40 220 Residential Architectural Design Criteria

A. Purpose and Applicability

This Subsection provides design requirements for residential development within subdivisions. It is the intent of this section to require a variety of single-family residential development types, which are innovative in design and compatible with surrounding neighborhoods while being conducive to creating a balanced housing market in the city.

B. Development Standards

Residential subdivision development shall comply with the following requirements:

1. Houses within new residential subdivisions situated on lots deeper than one hundred feet shall have a minimum five-foot variation in the front yard setback from twenty to thirty feet. No more than two houses with the same front yard setback shall be placed on adjacent lots.

2. The use of roof forms, including shed, gable, and hip roofs, alone or in combination shall be used to achieve a variety of roof lines for houses adjacent to public streets. All such roofs shall be of a concrete tile or a twenty-five year minimum architectural style composition shingle with dimensional variations. A minimum of fifteen percent of the houses within an approved subdivision shall have concrete or approved tile roofs. All other proposed roofing materials shall be subject to review and approval by the city of Wasco Planning Director.

3. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing building appearance. Uniform materials and consistent style should be evident within a development in all exterior elevations. Secondary materials should be used to highlight building features and to provide visual interest.

4. All houses within new subdivisions shall provide decorative lighting on both sides of the garage or shall provide lighting under the eave of the garage.

5. All residential mechanical equipment shall be ground-mounted and not be visible from street frontage.

6. The second story of a two-story residence shall be situated to the rear of the house and is permitted by right in a new subdivision. The addition of a second story of an existing residence or the construction of a new two-story home in an established neighborhood shall be subject to a conditional use permit to insure that the design of the second story will provide privacy for adjacent single-family residences.

7. All fences shall meet the minimum requirements of the base zone district. Materials, colors, textures and design of the fence or wall shall be compatible with on-site development and adjacent properties. Fencing shall not be chain link and shall not exceed the heights as established under Table 3-1.

8. If custom homes are not proposed, subdividers/developers of residential subdivision tracts shall provide a variety of floor plans and building elevations as follows:

TABLE 4-1

RESIDENTIAL FLOOR PLAN AND ELEVATION GUIDELINES

Number of Single-Family Dwellings	Min. No. of Bldg. Floorplans (excludes reverse plans)	Min. No. of Elevations per Bldg. Floorplan (excludes reverse plans)
1--3	1	1
4--8	2	2
9--18	3	2
19--36	3	3
37--60	3	4
61--99	4	4
100+	4 for the first 100 houses, plus 1 for each 20 houses over 100	4

* The required number of building elevations may be reduced by one for every two building footprints added to the required minimum number specified above.

9. No two identical elevations shall be placed side by side within a subdivision:
   a. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing building appearance diversity.

10. Color:
    a. The use of varying building body colors and complementary accent and trim colors is considered to meet the intent of this chapter,
    b. The use of bright or garish colors (i.e., fluorescent "hot" or "day-glow" colors) shall not be permitted,
    c. Using building materials in their natural state, such as brick or stone, is strongly recommended.

11. The following defines the landscaping requirements for all new residential developments and existing residential uses that have had or propose substantial improvements as defined in Chapter 17.90 (Definitions) of this title.
    a. A maximum of forty percent of the required front yard setback area may be paved for access to off-street parking or driveway access to off-street parking. An additional maximum of ten percent may be paved for walkways or uncovered patio use.
    b. All new residential developments shall provide landscaping and automatic irrigation in the front yard setback area.
    c. The front yard setback shall be landscaped with drought tolerant plant materials and two trees, which shall be planted a minimum of ten feet from any common property line. Provided, however, that one street tree shall be planted per residential lot in any required parkstrip landscaping. This would reduce the number of required trees in the front yard setback outside of the landscape parkstrip from two to one.
    d. All landscaping shall be watered by an automatic irrigation system.
    e. All sod shall be uniformly cut and fully mature prior to installation.
    f. All trees shall have a minimum trunk diameter of two inches at four feet above finished grade at time of planting, and be free of insect infestation, plant diseases, sun scalds or any other objectionable disfigurements.
    g. All new trees shall be required to have heavy weight tree stakes to provide support.
    h. All landscaping and irrigation required under these standards shall meet State WELO requirements and be installed prior to issuance of a certificate of occupancy.

17.40 230 Right to Farm

1. Purpose and Applicability

This Subsection outlines the City's policy on the protection of viable agricultural lands and agricultural operations and the City's intent to recognize the right to continue such agricultural operations even when they may create nuisance impacts on adjoining non-agricultural land uses.

2. Definitions

As used in this chapter:

1. "Agricultural land" means all real property currently used for agricultural operations.

2. "Agricultural operations" means the cultivation and tillage of the soil; dairying; the production, irrigation, frost protection, cultivation, growing, harvesting, and processing of any agricultural commodity, including viticulture, horticulture, timber or apiculture, the raising of livestock, fur bearing animals, fish or poultry; and any commercial agricultural practices performed as incident to or in conjunction with such operations, including preparation for market, delivery to storage or to market, or to carriers or transportation to market. This does not include the cultivation of cannabis.

3. Policy Statement

1. It is the policy of the city of Wasco to preserve, protect and encourage the use of viable agricultural lands for the production of food and other agricultural products. It is the further intent of the city to provide notification of the city's recognition and support of persons and/or entities right to farm.
2. Where nonagricultural land uses extend into agricultural lands or exist side by side, agricultural operations frequently become the subject of nuisance complaints.

   Such nuisance complaints may result on the curtailment or cessation of agricultural operations and discourage investment in such operations. It is the purpose of this Subsection to reduce the loss of agricultural operations by clarifying the circumstance under which agricultural operations may be considered a nuisance. This Subsection is not to be construed as in any way modifying or abridging state law as set out in the California Civil Code, Health and Safety Code, Fish and Game Code, Food and Agricultural Code, Division 7 of the Water Code, or any other applicable provisions of state law relative to nuisances. Rather it is only to be utilized in the interpretation and enforcement of the provisions of city codes and regulations.

3. This Subsection is also intended to promote a good neighbor policy by advising purchasers adjacent to or near agricultural operations of the inherent potential problems associated with such a purchase. Such concerns may include, but are not limited to, the noise, odors, dust, chemicals, smoke, and hours of operation that may accompany agricultural operations. It is intended that, through mandatory disclosure, purchasers will better understand the impact of living or working near agricultural operations and be prepared to accept attendant conditions as the natural result of living or working in or near agricultural areas.

4. Nuisance

No agricultural activity, operation, or facility conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations and in compliance with all federal, state, and local laws and regulations shall be or become a nuisance, public or private, pursuant to this code.

5. Disclosure

The approval of parcel maps, tentative maps or vesting tentative maps adjacent to or near agricultural lands shall require the owner/developer or successors in interest to notify all purchasers of lots within the project site of the nature and extent of existing agricultural activities, operations, and facilities in the vicinity of the project site. If the first purchase of a lot is a builder, this requirement shall be extended so that the actual and ultimate homeowner receives the notice. This disclosure shall also provide notice of the potential conflicts or effects of typical agricultural activities including, but not limited to, noise, odors, dust, agricultural spraying, agricultural burning, etc. Furthermore, notice shall be provided that, pursuant to California Civil Code Section 3482.5, typical agricultural activities shall not be considered a nuisance except as otherwise provided in that Civil Code Section.

17.40 240 Seniors Housing/Congregate Care Housing

A. Purpose and Applicability

This Subsection provides design requirements for senior citizen/congregate care and senior group housing developments over six (6) persons/beds, subject to Conditional Use Permit approval.

B. Development Standards

Senior group housing developments shall comply with the following requirements:

1. A bus turnout and shelter on the on-site arterial or collector frontage shall be dedicated if the project is located on a bus route as determined by the planning director.

2. The parcel upon which the senior group housing is to be established shall conform to all standards of the underlying land use district.

3. The senior/group housing shall conform with all local, state and federal requirements.

4. The main pedestrian entrance to the development, common areas, and the parking facility shall be provided with handicapped access pursuant to the Uniform Building Code.

5. Indoor common areas and living units shall be handicap adaptable and be provided with all necessary safety equipment (i.e., safety bars, etc.) as well as emergency signal/intercom systems as determined by the planning director.

6. Adequate internal and external lighting including walkways shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and of an intensity compatible with the surrounding neighborhood.

7. Common recreational and entertainment activities of a size and scale consistent with the number of living units shall be provided. The minimum size shall equal one hundred square feet for each living unit.

8. Common laundry facilities of sufficient number and accessibility consistent with the number of living units and the Uniform Building Code shall be provided. The facilities shall have keyed access for tenants only.

9. The project shall be designed to provide maximum security for residents, guests and employees.

10. Trash receptacles shall be provided for on the premises and be of sufficient size and number as determined appropriate by the public works director;
11. The city may require a traffic study for senior citizen, congregate care, and/or group quarter facilities located in R-2 or less intensive residential zones.

17.40 250 Service Stations & Service Station Conversations

A. Purpose and Applicability

This Subsection provides design requirements for new service stations (gasoline) and service station convertions, subject to applicable discretionary approvals.

B. Development Standards – New Service Stations

1. New service stations shall be permitted only at the intersections of arterial, state highway and collector streets. A maximum of one service station shall be permitted at each intersection. The use shall not face a residential land use district.

2. The minimum parcel size shall be ten thousand square feet, with a minimum street frontage of one hundred feet on each street.

3. All activities and operations shall be conducted entirely within an enclosed structure, except as follows:
   a. The dispensing of petroleum products, water and air from pump islands,
   b. The provision of emergency service of a minor nature,
   c. The sale of items via vending machines shall be placed next to the main structure in an area not to exceed thirty-two square feet and shall be screened from public view.

4. Pump islands shall be located behind the front yard setback line, or twenty-five feet from a street property line, whichever is greater; however, a canopy or roof structure over a pump island may encroach up to three feet in the required setbacks. The maximum number of points of ingress/egress to any one street shall be two; except in the case of state highways where a maximum of one shall be permitted.

5. There shall be a minimum distance of one hundred feet between curb cuts along a street frontage.

6. No driveway shall be located closer than fifty feet to the curb return, except in the case of a state highway where the minimum distance shall be one hundred feet.

7. The width of a driveway shall comply with city of Wasco improvement standards.

8. On-site parking shall comply with Chapter 17.36.

9. Outside storage of motor vehicles shall be prohibited.

10. No vehicles may be parked on sidewalks, parkways, driveways or alleys.

11. No vehicle may be parked on the premises for the purpose of advertizing same for sale.

12. Landscaping shall comprise a minimum of five percent of the service station site area, exclusive of required setbacks, and shall be provided and permanently maintained according to the following regulations and those contained in Chapter 17.34:
    a. A minimum five-foot wide planter shall be provided along interior property lines, except for openings to facilitate vehicular circulation to adjacent properties,
    b. A planter area of not less than two hundred square feet shall be provided at the corner of two intersecting streets. Landscaping shall have clearance below six feet and above thirty inches,
    c. A minimum of fifty square feet of planter area shall be located along those portions of the main structure fronting on a public street,

d. Additional landscaping may be required to screen the service station from adjacent properties.

13. Openings of service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion onto adjoining properties.

14. No used or discarded automotive parts or equipment, or disabled, junked or wrecked vehicles may be located in any open area outside the main structure.

15. Every parcel with a structure shall have a trash receptacle on the premises. The trash receptacle shall comply with adopted public works standards and be of sufficient size to accommodate the trash generated. The receptacles shall be screened from public view on at least three sides with gate access on the fourth side. All screening devices shall comply with city of Wasco improvement standards for bin enclosures.

16. Lighting shall comply with city of Wasco improvement standards for on-site and off-site illumination. Provided, however, that canopy luminaries, and lights in excess of one hundred fifty watts should not be visible from the public right-of-way or adjoining properties

17. Rest room entrances should be located within the structure, however, if access is from the outside of the structure, the view from adjacent properties or public rights-of-way shall be concealed by planters or decorative screening.

18. Noise from bells or loudspeakers shall not exceed sixty-five decibels at the property line at any time.

19. All parking, loading, circulation aisles and pump island bay areas shall be constructed with Portland cement concrete.

C. Development Standards – Service Station Conversions

A structure originally constructed as a service station and which is proposed for conversion to another allowable use, regardless of current use, shall require upgrading and remodeling for such items as, but not limited to, removal of all gasoline appurtenances, removal of canopies, signage, removal of pump islands, removal of gas tank, removal of overhead doors, nonconforming structures, additional street improvements to conform to access regulations, exterior remodeling, and any additional standards as required by this zoning ordinance.

17.40 260 Single Room Occupancy (SROs)

A. Purpose and Applicability

This Subsection provides design requirements for single room occupancy facilities, subject to applicable discretionary approvals.

B. Development Standards

Single room occupancy (SRO) facilities are subject to the following standards:

1. SROs shall not be located within five hundred feet of a parcel which has a school for children, adult bookstore or theater or liquor store.

2. SROs shall be located within one-fourth mile of a bus stop and/or have an adequate bus/dial-a-ride turn-out bay adjacent to the site.

3. SROs shall comply with the parking requirements set forth in Chapter 17.36.

4. Any design of an SRO project shall coordinate with and compliment the existing architectural style and standards of the surrounding land uses and local community. If a design theme has become established in an area this should be reflected in the design and scale of the SRO project.

5. An unrestricted drop-off/pick-up/loading/temporary parking area shall be provided near an entry located adjacent to front entry/desk area.

6. Exterior common areas and/or open courtyards shall be provided throughout the project. If common areas are made available, these areas should be designed to provide passive open space with tables, chairs, planters, or small garden spaces to make these areas useful and functional for the residents. Exterior common areas, including parking areas, should be illuminated.

17.40 270 Storage Containers and Outdoor Storage

1. Purpose and Applicability

This Subsection provides standards for the location and development of temporary storage containers (cargo/shipping containers) and outdoor storage. Temporary storage containers shall be subject to Temporary Use Permit approval per Subsection 17.40.280.

B. Development Standards – Storage Containers

1. Storage containers shall have minimum setbacks of 5 feet from side and rear property lines. Storage containers shall not be located in any front setback area.

2. Storage containers are allowed as a temporary use, subject to a Temporary Use Permit approval, which shall define the length of time the storage container may remain on a property.

3. Only one storage container is permitted on residential properties.

4. On non-residential properties with 20,000 square feet or less, only one container is permitted. On properties with more than 20,000 square feet of area two containers are permitted. In no case shall there be more than two storage containers on a single property or development site.

5. Storage containers utilized for construction-related storage shall be allowed on non-residential properties for the duration of construction activities and shall be considered a component of a construction yard.

6. On residential properties storage containers shall be limited to a maximum size of 12 feet in length, 8 feet in width, and 8 feet in height.

7. On non-residential properties storage containers shall be limited to a maximum size of 20 feet in length, 8 feet in width, and 8 feet in height. Such containers shall not be stacked on top of another container.

8. All storage containers shall be maintained in a clean and orderly manner, free from graffiti.

C. Development Standards – Outdoor Storage

1. Outdoor storage areas shall be entirely enclosed by a solid wall or opaque fencing as approved by the Planning Director, with a minimum height of 6 feet and a maximum height of 8 feet.

2. Materials within the storage area shall not be higher than the wall or fencing, except where authorized Site Plan Review approval or other applicable approval for the storage area.

3. Where an outdoor storage area abuts a public street right-of-way, the required wall of fencing shall be setback from the right-of-way as required by the applicable zoning district, and the setback area shall be landscaped subject to Site Plan Review approval or other applicable approval.

4. Outdoor storage shall not be permitted in any residential zoning district.

17.40 280 Temporary Uses and Events

A. Purpose

The purpose of this Subsection is to establish standards for short-term activities, special events and temporary uses on public or private property. The temporary use permit shall allow for short-term activities, typically less than one year in duration, which may be appropriate when regulated.

B. Permitted Uses

Temporary uses are divided into two categories: major and minor.

Major temporary uses may occur on developed or undeveloped private or public property, may last longer than minor temporary uses, and may have a greater potential to create health and safety impacts, create traffic impacts, and/or could potentially disrupt community life. As such they will be subject to greater conditioning to address potential impacts.

Minor temporary uses may occur on developed or undeveloped private or public property, generally commercial, for shorter time periods. These temporary uses produce little noise, and have minimal impacts to adjacent properties or to traffic and public safety.

1. Major Temporary Uses. The following major temporary uses may be permitted, subject to the issuance of a temporary use permit:

    a. Temporary real estate offices, including modular buildings, and model homes within approved residential subdivisions;

    b. Motorhomes, travel trailers/RVs or mobilehomes as a temporary residence of the property owner when a valid residential building permit is in force. The temporary use permit may be granted for up to one hundred eighty days, or upon expiration of the building permit, whichever comes first. Temporary motorhomes, travel trailers and mobilehomes shall be subject to conditions as may be deemed necessary by the planning director. Consistent with Table 2-3 these temporary residences may be permitted by temporary use permit in all residential zones except the R-3 high density zone;

    c. Cargo/shipping containers, for one-time temporary storage on a site with an existing permitted use. Storage must be directly related to the primary use and will not be permitted on a continual or regular interval basis. The temporary use permit may be granted for up to sixty days and will be subject to conditions as deemed necessary by the planning director;

    d. Christmas tree sales lots may be permitted by a temporary use permit in the A-E, A-L, C-N, C-R and C-D zones consistent with Table 2-6. However, a

permit shall not be required when such sale is in conjunction with a business operating from a permanent building on a developed commercial site, holding a valid business license. Such activity shall only be held from November 15th through December 31st;

e. Fairs, festivals, revivals, and concerts, when not held within premises designated to accommodate such events, such as auditoriums, stadiums, or other public assembly facilities, in the zones outlined in Table 2-6;

f. Shows, carnivals, circuses and exhibitions in the zones outlined in Table 2-6. These uses shall follow regulations set forth in Chapter 5.48.

2. Minor Temporary Uses. The following minor temporary uses may be permitted, subject to the issuance of a temporary use permit:

a. Outdoor display and sales of merchandise within commercial land use districts on private property shall not exceed fifteen days per calendar year per business or organization and are subject to the following provisions:

i. Merchandise displayed or sold must be customarily sold on the premises by a permanently established business. No permitted sale event shall exceed seventy-two hours.
ii. Set-up and take-down of tents, lighting, tables, merchandise and/or items for the event shall be done each day of the event.

b. Outdoor display and sales of merchandise within the historic downtown district, including sidewalk sales, shall not exceed five events per calendar year and are subject to the conditions outlined in Sections 5.40.020 and 5.40.030, and no single event shall exceed seventy-two hours.

c. Special events other than those covered under major temporary uses subsections (B)(1) of this section shall be required for all entertainment events. Entertainment events may include arts and crafts, exhibits, auctions, farmer's markets, food events, and other similar events as determined by the planning director.

d. Car washes conducted by a qualifying sponsoring organization on nonresidential properties. Sponsorships shall be limited to educational, fraternal, religious or service organizations directly engaged in civic or charitable efforts, or to tax exempt organizations in compliance with Section 501(c) of the Federal Internal Revenue Code. Car washes will not be permitted during Stages 2 through 5 of water conservation measures as outlined in Section 13.22.060.

e. Temporary produce stands may be permitted through a temporary use permit in the zones outlined by Table 2-3 and shall follow regulations set forth in Section 5.16.130.

f. Temporary canopies in non-residential zones in compliance with 17.30.020. B.

C. Temporary Use Permit Application

The planning director shall have approval authority for temporary use permits, except for any temporary use permit involving the sale of alcohol which shall require City Council approval. For temporary uses that are not listed in this section, the director of planning may, at his/her sole discretion, determine whether an unlisted temporary use requires a permit and should be classified as major or minor. This determination shall be based on the similarities and differences with the above listed uses and an assessment of the proposed temporary use's compatibility with surrounding land uses and the zoning district in which the temporary use is proposed.

1. An application for a temporary use permit shall be prepared, filed and processed in compliance with the following:

   a. Name and address of sponsoring business or organization;

   b. Name and address of the party responsible for the temporary use;

   c. Name(s) and address(es) of property owner(s);

   d. Assessor's parcel number(s);

   e. The proposed location of the temporary use;

   f. A site plan drawn at the scale specified by the planning director, which includes the following information as it pertains to the temporary use:

      i. Location, existing uses and setbacks on proposed properties;
      ii. Location of proposed temporary use, including access and parking;
      iii. Other specified uses of the property;

   g. A narrative description of the proposed use including:

      i. Time and dates of use;
      ii. Expected traffic generation;
      iii. Parking and circulation;
      iv. The number of persons engaged in conducting the temporary use.

h. Such other information as shall be required by the planning director.

2. The applicant shall pay a fee as specified by the master fee schedule; provided, however, that the fee requirements of this chapter shall not apply to community events and fundraising activities by local government agencies, schools, and/or local nonprofit organizations.

D. Temporary Use Permit – Approval, Conditional Approval, Appeal, or Revocation

1. Time for Decision. Completed applications for a temporary use permit that doesn't include the sale of alcohol may be approved, conditionally approved, or denied by the community development department within fourteen days after the application has been deemed complete. Applications for a temporary use permit involving the sale of alcohol require City Council approval and must be scheduled for a Council agenda for review and action.

2. As part of the approval process for a temporary use permit application, conditions may be imposed that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined in this chapter and will result in minimal impacts to adjacent properties. These conditions may involve any factors affecting the operation of the temporary use or event and/or the operation of existing uses on the temporary use site. Conditions imposed may include, but are not limited to, the following:

   a. Provision for a fixed time period or maximum number of days without specified dates;

   b. Regulation of operating hours and days, including limitation of the duration of the temporary use;

   c. Provision for security and safety measures;

   d. Provision and use of traffic cones or barricades;

   e. Provision to obtain any and all necessary permits required by responsible agencies for the sale of food, beverage and/or other goods or services at the event;

   f. Provision of a waste management plan and clean-up to restore the site of the event to its original state;

   g. Other conditions that will ensure the operation of the proposed temporary use in an orderly and efficient manner and in accordance with the intent and purpose of this section.

3. Appeal. The planning director's decision on temporary use permit applications may be appealed to the planning commission per Chapter 17.72.

4. Revocation.

   a. A temporary use permit may be revoked or modified by the city of Wasco planning director or his designee, after notice and administrative hearing, for any of the following causes:

      i. Any fraud, misrepresentation or false statement contained in the application for permit;
      ii. Any fraud, misrepresentation or false statement made in connection with the selling of goods, wares or merchandise;
      iii. Any violation of municipal code;
      iv. Conducting the business permitted under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

5. Notice of administrative hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the complaint or violation, and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the permittee, at his last known address.

E. Permit Nontransferable

No permit shall be transferred to another site (including addition of another site to an application previously approved) or another person without written consent from the planning director or his designee as evidenced by an endorsement on the face of the permit by the planning director or his designee showing the site to which and/or to whom the permit is transferred and the date of the transfer. The planning director or his designee may require compliance with any or all provisions of this chapter as a precondition to consent to any transfer.

F. Indemnification and Insurance

1. Indemnification Required. Except as otherwise provided in this section, each permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the city of Wasco and its council members, agents, officers, attorneys, employees, boards and commissions free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the indemnified parties, and

that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the city, its council members, agents, officers, attorneys, employees, boards and commissions as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.

2. Insurance Required for Temporary Uses Taking Place on Public Property. Except as otherwise provided in this section, concurrent with the issuance of a permit under this chapter and as a condition precedent to the effectiveness of the permit, the permittee shall procure and maintain in full force and effect during the term of the permit proof of insurance in the amount of one million dollars, or an amount as may be established by the city council, naming the city as an additional insured.

G. Penalty for Violation

Violation of the provisions of this chapter may be enforced pursuant to the enforcement provisions set forth in Title 1.

H. Unlawful to Use City Name Without Authorization

It is unlawful for any event organizer to use in the title of the event the words "the City of Wasco" or "City of Wasco" or facsimile of the seal or logo of the city of Wasco without prior written authorization from the city manager.

Chapter 17.42 – Antennas and Telecommunications Facilities

Sections

17.42.010 Purpose and Application.
17.42.020 Definitions.
17.42.030 General requirements.
17.42.040 Satellite dish requirements.
17.42.050 Satellite and antenna development standards.
17.42.060 Limitation.
17.42.070 Permit revocation and modification.

17.42 010 Purpose and Applicability

This chapter establishes standards for the appropriate siting and change in location of any telecommunications antenna and related facility, including, but not limited to antennas for wireless telecommunications facilities and amateur radio installations.

These standards are adopted to promote the following objectives:

1. Protect against the potentially adverse effects of telecommunications antenna and facility installation;

2. Protect against visual blight which may result from unregulated installation of antennas and other telecommunications facilities;

3. Protect the environmental resources of Wasco;

4. Insure that a competitive and broad range of telecommunications services and high quality telecommunications infrastructure are provided; and

5. Create and preserve telecommunications facilities that will serve as an important and effective part of Wasco's emergency response network

17.42.020 Definitions

This chapter establishes standards for the appropriate siting and change in location of any telecommunications antenna and related facility, including, but not limited to antennas for wireless telecommunications facilities and amateur radio installations. These standards are adopted to promote the following objectives:

1. "Co-location of telecommunication antennas (co-location)" means the siting of two or more providers' wireless communication antennas on the same telecommunication tower.

2. "Geographic antenna coverage area" means the general vicinity within which an antenna serves the transmission requirements of a cellular or other broadcasting network.

3. "Telecommunication antenna" means a structure intended to radiate and/or receive a source of non-ionizing electromagnetic radiation (NIER) and accessory equipment related to broadcast services, private radio services, pagers, beepers, data and common carriers (as regulated by the FCC) including AM, FM, two-way radio, fixed point microwave, commercial satellite, cellular and PCS communication antennas.

4. "Telecommunications accessory equipment structure" means a building or cabinet-like structure located adjacent to, or in the immediate vicinity of a wireless telecommunications tower or antenna to house equipment incidental to the receiving or transmitting of wireless broadcasts, cellular telephone calls, voice messaging and paging services.

5. "Tower, monopole" means a slender self-supporting tower used to support telecommunications equipment.

17.42.030 General Requirements

This chapter establishes standards for the appropriate siting and change in location of any telecommunications antenna and related facility, including, but not limited to, antennas for wireless telecommunications facilities and amateur radio installations.

1. Use Guidelines and Dimensional Requirements.

   a. Location.

      i. Co-location of telecommunication antennas shall be required, whenever possible. For towers up to one hundred fifty feet in height, the structure and fenced compound shall be designated to accommodate at least two providers; higher towers, up to two hundred feet, at least three providers.
      ii. All co-located (and multiple user) telecommunications antenna shall be designed to promote facility and site sharing. To this end, telecommunication towers and necessary appurtenances, including, but not limited to, parking areas, access roads, utilities, and equipment buildings shall be shared by site users when in determination of the director, as appropriate, will minimize the overall visual impact to the community. Each telecommunications carrier applicant shall provide a letter to the director stating willingness to allow other carriers to co-locate on their facilities wherever feasible or a written explanation why the subject facility is not a candidate for co-location.

iii. An existing use or structure on the same lot shall not preclude the siting of an antenna or tower on that lot. To establish compliance with setback and other zoning requirements, the dimensions of the entire lots shall determine if an antenna or tower may be located there.
iv. The minimum distance between wireless communication facilities shall be at least one-half mile radius from any other wireless communication facility in the geographic antenna coverage area.

b. Height.

i. Maximum tower height, including antenna and other attachments, shall not exceed two hundred feet, measured vertically from the pre-disturbance ground level at the center of the tower.
ii. In no case shall a wireless communication facility, tower or antenna exceed the minimum height necessary to accomplish the purpose it is proposed to serve.

c. Permitted Structures. Monopoles shall be the only type of telecommunication towers permitted in Wasco. Neither guyed towers nor lattice-type towers shall be permitted.

d. Setbacks.

i. Telecommunication towers shall be set back from each bordering property line or right-of-way a minimum distance equal to one-half of the tower's height measured vertically from ground level at the center of the tower to its highest point.
ii. Accessory or component buildings shall be set back a minimum of fifty feet from all property lines and rights-of-way.

e. General Aesthetics.

i. Towers and/or antennas shall be constructed and maintained to minimize visual obtrusiveness in color or finish.
ii. Support buildings and related structures at tower sites shall be of such design, materials and colors to blend with surrounding structures.
iii. Outdoor storage of equipment or related items shall be prohibited on tower sites.
iv. Electrical and telephone lines extended to serve a wireless communication facility shall be installed underground.
v. Sound emissions, such as alarm bells, buzzers and the like, shall not be permitted.

g. Fencing. All towers and their accessory equipment structures for any wireless communications facility shall be enclosed by chain link fencing, not less than six feet in height. Such fences may be equipped with anti-climbing

devices. The gate into the fenced area shall be located so that it is not easily visible from a street or adjacent property.

h. Screening/Landscaping (Buffer).

   i. The base of a telecommunications tower, to a minimum height of ten feet above average grade at the tower base, shall not be visible from any public right-of-way.
   ii. Screening is required along all exterior sides of the fence described above excluding the gate. Screening shall be a minimum width of twenty feet with two rows of planting material placed ten feet on center, that are a minimum of five feet in height when planted, and that are expected to reach a height of eight feet within three years. Suitable plant types shall be those recommended by the city of Wasco tree planting ordinance to ten feet.

i. Lighting.

   i. Telecommunication towers shall be lighted only if specifically required by the FAA, in which case, FAA minimum lighting requirements shall be applied.
   ii. When lighting is required by FAA, strobe lights shall be avoided unless specifically required by FAA. When strobe lights are required on telecommunication towers, a dual lighting system of white strobes for daytime lighting and a red flashing light atop the tower for nighttime lighting shall be used.
   iii. Except for lighting described in subsection (1)(h)(ii) of this section, all lighting at a wireless telecommunications facility shall be shielded from view of adjacent properties.

j. Signage. Wireless communication facilities shall not display signage, logos symbols or any messages of a commercial or noncommercial nature on towers, support structures or the fence-securing tower. A sign, not visible from a public right-of-way or adjacent residences, shall be posted on the fence gate identifying the current owner of the tower, emergency contact person or agency, and applicable contact numbers.

2. Application Requirements. The following shall be submitted at the time of application:

   a. Documentation prepared and sealed by a professional engineer registered in the state of California stating that it is technically or practically impossible to provide a reasonable level of service by co-locating the tower or antenna on an existing structure.

Technical documentation shall include a map of the search area, all potential co-location sites stating why each is unsuitable, and the total number of towers the service provider currently owns and plans to construct within the geographic antenna coverage area within the next two years.

The applicant must submit, in writing, a declaration from owners of all technically feasible co-location sites that they are unwilling to negotiate space or evidence that the applicant has tried, in good faith to negotiate reasonable terms for co-location and failed.

b. A scaled site plan, scaled elevation view, and supporting drawings, calculations and other documentation, prepared and sealed by appropriate licensed professionals, showing the location and dimensions of all improvements including topography, tower height requirements, setbacks, access driveways or easements, parking, fencing, landscaping, adjacent uses and any other information necessary to assess compliance with this chapter and compatibility with surrounding uses.

c. Documentation that FCC's minimum lighting standards have been applied.

d. No telecommunications antenna or related facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, any telecommunications antenna and related facilities operating alone or in conjunction with other telecommunications facilities shall not generate electromagnetic frequency (EMF) radiation in excess of the standards for permissible human exposure to EMF as established by the California Public Utility Commission (CPUC) General Order 159, the Federal Communications Act of 1996, and/or including any other standards adopted by the FCC that may come henceforth, be adopted or amended.

   A radio frequency radiation (RFR) report from a licensed radio frequency engineer and a copy of the most recent EMF and RFR reports and certifications required by the Federal Communications Commission shall be provided by the carrier at the time any application required by this chapter is submitted to the director, which documents the proposed facility's anticipated RFR levels.

   Documentation that the proposed tower, antennas and equipment comply with all applicable FCC regulations to protect the public from unnecessary exposure to electromagnetic radiation, documentation shall be provided that power density levels do not exceed those permitted by FCC.

e. In addition, all broadcast radio and television facilities and wireless telecommunications facilities where three or more telecommunications antenna or facilities are co-located on the same structure or on a parcel or

on a separate parcel of land within three hundred feet of another telecommunications antenna or facilities antenna shall prepare and submit an annual RFR monitoring report and a copy of any RFR reports or certifications required by the CPUC and FCC. The report shall address the cumulative field measurements of radio frequency emissions of all antennas installed at the subject site or location. The report shall quantify the radio frequency emissions and compare the results with either the most current American National Standards Institute (ANSI) standards, or other standards adopted by the FCC or CPUC. Said report shall be subject to review and approval of the director and shall clearly identify the cumulative field measurements and compare these measurements to the most current ANSI, PCC and CPUC standards for consistency with the accepted standards. If the city finds that the wireless telecommunications facilities service providers do not meet these standards, the service providers shall bring the entire site into compliance with said standards, or be subject to review before the planning commission at a public hearing where the operation permit may be modified or revoked.

Documentation, prepared and sealed by a professional engineer registered in California that the proposed tower and attached antennas do not exceed the minimum height necessary to accomplish the purpose for which they are constructed.

f. A notarized statement by the owner or CEO of the tower specifying the number of co-location sites the owner will make available on the proposed tower and a declaration that such sites will be negotiated in good faith at reasonable terms to other service providers.

g. Documentation, prepared and sealed by a professional engineer registered in California, to demonstrate that the telecommunication tower has sufficient structural integrity for its intended uses. All towers and attached antennas shall be capable of withstanding winds of at least one hundred fifty miles per hour, and an earthquake in Zone No. 4.

h. If the proposed tower or antenna is to be located on lands owned by a party other than the applicant or the city, a copy of the lease agreement with the property owner.

i. Documentation consisting of a certificate of insurance verifying a general liability coverage of at least one million dollars at no cost to the city of Wasco. The certificate shall contain a requirement that the insurance company shall notify the city thirty days prior to the cancellation, modification, or failure to renew the insurance coverage required.

j. A copy of the approved National Environmental Policy Act of 1969 (NEPA) compliance report for all towers, antennas, accessory structures or equipment proposed for the site.

k. A memo of understanding regarding removal of abandoned antennas and towers. Any tower or antenna that is not operated for one hundred eighty continuous days in a twelve-month period shall be considered abandoned. The owner of such antenna(s) or tower shall be responsible for its removal within ninety days of receipt of such notification by the city. Failure to remove abandoned equipment will result in its removal by the city at the owner's expense.

3. Review Process. The planning department will use the following criteria in its review of an application for any wireless telecommunication antenna, tower or accessory structure:

a. The use is a public necessity;

b. The facility will not materially endanger the public health or safety if located where proposed and developed according to the plan submitted;

c. The required conditions, specifications, and actions described in this chapter have been met;

d. The value of adjoining property will not be reduced;

e. The location and character of the facility will be in harmony with the area in which it is to be located;

f. Should a court of competent jurisdiction declare this chapter or any part thereof to be invalid, such decision shall not affect the remaining provisions of this chapter nor the zoning ordinance of the city of Wasco which shall remain in full force and effect.

17.42.040 Satellite Dish Requirements

All satellite dish antennae shall comply with the following standards:

1. Prior to installation of a satellite dish antenna in excess of thirty-six inches, all appropriate permits must be obtained from the building division of the city of Wasco.

2. Satellite dish antennae shall be considered as accessory structures and as such shall comply with all height and setback requirements for buildings in the zone in which they are located.

3. All satellite dish antennae shall be located on the back half of the lot as ground-mounted units only, unless said dish is less than thirty-six inches diameter. All ground-mounted dishes shall have trees and landscaping to screen the dish from adjacent properties. Under no circumstance shall the height of the dish exceed the height of the roof of the primary structure.

4. Satellite dishes less than thirty-six inches in diameter and mounted on structures shall not be visible from public right-of-way and shall be located on the back half of the lot.

5. Antennae may be ground mounted, roof mounted or above ground pole mounted and shall be located on the back half of the lot and comply with the height restrictions as set forth in this chapter.

6. In commercial and industrial zones, all roof-mounted antennae and satellite dishes shall be located on a flat portion of the roof with parapets and/or an architecturally matching screening plan.

7. No commercial advertising of any kind shall be allowed on satellite dish antennae.

17.42.050 Satellite and Antenna Development Standards

All satellite dish and antennae shall comply with the following standards:

1. The planning director and/or planning commission may add any conditions to a permit necessary to achieve the compatibility of a satellite dish antenna with its neighborhood.

2. All satellite dish antennae located in residential and commercial districts shall be located to minimize the visual impact on surrounding residential properties and from public rights-of-way and adjacent properties by use of screens, fences and/or landscaping without impending the efficiency of the dish, to the approval of the planning director or planning commission.

3. Satellite dish antennae shall be painted to blend with their surroundings and shall not be unnecessarily bright, shiny, garish, or reflective.

4. Prior to installation of a satellite dish antenna, all appropriate permits must be obtained from the building department.

5. All proposals for roof-mounted antennae shall be designed by a registered architect, or civil or structural engineer.

6. The installation of all satellite dish antennae shall be subject to the design of footings, anchorage, and fasteners by a California registered architect, civil or structural engineer, to meet the current city of Wasco Uniform Building Code.

7. The electrical system shall be designed and installed in accordance with the city of Wasco's current National Electrical Code.

8. All electrical wiring associated with antennae shall be installed underground.

9. A satellite dish antennae shall be maintained in a safe and aesthetically acceptable condition for the duration of the time it exists on the property.

17.42.060 Limitations

Certain parcels of land in the city may not be able to accommodate satellite dish antennae because of unique terrain problems and/or adverse effects on the surrounding neighborhood. In such instances, the planning director may withhold approval to construct, install and/or maintain a satellite dish antenna. Decisions may be appealed pursuant to Chapter 17.72.

17.42.070 Permit Revocation and Modification

Any permit issued pursuant to this chapter may be revoked or modified pursuant to Section 17.52.110 of this title.

Chapter 17.43 – Cannabis Uses and Cultivation

Sections

17.43.010 Definitions.
17.43.020 Prohibited Uses.
17.43.030 Indoor Cannabis Cultivation.
17.43.040 Exemptions.
17.43.050 Violation, Penalty.

17.43.010 Definitions

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

1. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, 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" includes cannabis that is used for medical, adult use, or other purposes. "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. "Cannabis" also does not include industrial hemp, as defined in California Health and Safety Code Section 11018.5.

2. "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

3. "Commercial cannabis activity" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, adult use, or any other purpose and includes the activities of any business licensed by the state under California Business and Professions Code Division 10, or any provision of state law that regulates the licensing of cannabis businesses. Commercial cannabis activity does not include the cultivation, possession, storage, manufacturing, or transportation of cannabis by a qualified patient for his or her personal medical use so long as the qualified patient does not provide, donate, sell or distribute cannabis to any other person. Commercial cannabis activity also does not include the cultivation, possession, storage,

manufacturing, transportation, donation or provision of cannabis by a primary caregiver, exclusively for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with California Health and Safety Code Section 11362.765.

4. "Commercial cannabis use" means the use of any property for commercial cannabis activity.

5. "Compassionate Use Act" means the Compassionate Use Act of 1996 (Proposition 215), codified as California Health and Safety Code Section 11362.5.

6. "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.

7. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

8. "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.

9. "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under California Business and Professions Code Division 10, as the same may be amended from time to time.

10. "Fully enclosed and secure structure" means a space that satisfies all of the following criteria: (1) it is located within a private residence, or an accessory structure (e.g., greenhouse) located upon the grounds of a private residence; (2) it has a complete roof enclosure supported by connecting walls extending from the ground to the roof; (3) it is secure against unauthorized entry; (4) it provides complete visual screening; (5) it is accessible only through one or more lockable doors; (6) it is inaccessible to minors; and (7) it meets all applicable building and zoning code regulations.

11. "Indoors" means within a fully enclosed and secure structure.

12. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

13. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Business and Professions Code Division 10, as the same may be amended from time to time.

14. "Outdoors" means any location that is not within a fully enclosed and secure structure.

15. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, collective, cooperative, nonprofit, or any other group or combination acting as a unit, and the plural as well as the singular.

16. "Primary caregiver" shall have the same meaning as is defined in California Health and Safety Code Section 11362.7(d), as the same may be amended from time to time.

17. "Private residence" means a house, an apartment unit, mobile home, or other similar dwelling that is lawfully used as a residence.

18. "Qualified patient" means a person who is entitled to the protections of California Health and Safety Code Section 11362.5, as the same may be amended from time to time, but who does not have an identification card.

17.43.020 Prohibited Uses

1. Commercial cannabis uses are expressly prohibited in the city. The city shall not approve any application for a building permit, conditional use permit, variance, or any other entitlement authorizing the establishment, operation, maintenance, development, or construction of any commercial cannabis use.

2. Subsection A of this section shall prohibit all uses for which a state license is required pursuant to the MAUCRSA, as the same may be amended from time to time.

3. Outdoor cannabis cultivation is expressly prohibited everywhere in the city. No person owning, renting, leasing, occupying or having charge or possession of any parcel shall cause or allow such parcel to be used for cultivating cannabis outdoors.

4. No person, including a qualified patient or primary caregiver, may cultivate cannabis indoors unless such cultivation is conducted in strict compliance with Section 17.43.030.

17.43.030 Indoor Cannabis Cultivation

1. A maximum of six cannabis plants may be cultivated in a private residence, or inside an accessory structure located upon the grounds of a private residence.

2. Only persons twenty-one years of age or older may cultivate cannabis. Any cannabis cultivation must comply with the requirements set forth in California Health and Safety Code Sections 11362.1 and11362.2.

3. Cannabis cultivation is permitted only within fully enclosed and secure structures.

17.43.040 Exemptions

This chapter does not apply to any of the following:

1. Any commercial cannabis activity the city is required by state law to permit within its jurisdiction pursuant to California Health and Safety Code Section 11362.1, California Business and Professions Code Sections 26054(c) and (d), or any other preemptive statute.

2. Transportation of cannabis and cannabis products through the city's territory on public roads in compliance with the MAUCRSA by persons holding a state license for such activity

17.43.050 Violation, Penalty

1. No provision of this chapter authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by California Health and Safety Code Section 11362.71, et seq. or 11362.1, et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under Section 1.08.010 and any penalties set forth in state law, the maximum penalties allowable under state law shall govern.

2. A court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party in any nuisance abatement action brought to enforce this chapter if, at the initiation of the proceeding, the city elects to seek recovery of its own attorneys' fees.

Chapter 17.44 – Mining and Quarrying

Sections

17.44.010 Purpose of provisions.
17.44.020 Definitions.
17.44.030 Permits required.
17.44.040 Reclamation.
17.44.050 Required permit findings.
17.44.060 Annual report requirements.
17.44.070 Development standards.
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17.44.090 Performance standards.
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17.44.110 Nonconforming production sites.
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17.44.170 Sale of mine.
17.44.180 Right of entry.
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17.44.010 Purpose

The purpose of the "mining and quarrying regulations" is to establish reasonable and uniform limitations, safeguards and controls for the present operation of and future mining and quarrying of minerals, including coal, oil, shale and other hydrocarbon bearing materials and rock, sand and gravel of all types, unless extracted by well, within the city so that such activities may be conducted in harmony with other uses of land within the city, thus protecting the people of the city in the enjoyment and use of their property and providing for their comfort, health, safety and general welfare.

17.44.020 Definitions

All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or, its successor body.

1. "dB(A)" or "dBA" means the sound level in decibels as measured on a sound level meter using the A-weighting network.

2. "Emergency work" means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

3. "Mine" means and includes quarries and means any surface excavation or underground excavation for the extraction of ores, minerals, rock, sand and gravel of all types.

4. "Minerals" means solid homogenous crystalline chemical elements or compounds that results from the inorganic processes of nature, coal, oil, shale and any other hydrocarbon bearing substances, as well as rocks, sand and gravel.

5. "Production facilities" means all equipment used for the purpose of producing or transporting minerals within or through the city, excluding normal public utility gas lines.

6. "Sound level meter" means an instrument meeting or exceeding American National Standard Institute's Standard S1.4-1971 for Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

17.44.030 Permits Required

1. Permits. No person or entity shall conduct mining or quarrying operations unless a mining permit, reclamation plan, and financial assurances for reclamation have first been, approved by the city. The following permits shall be required:

    a. A conditional use permit shall be obtained prior to the drilling of a new well or the reworking of an existing site which has not complied with these regulations, or prior to the construction of any new related facilities for the production of minerals within or through the city.

    b. A temporary use permit shall be obtained prior to surface-based exploration or survey for the purpose of locating minerals, excluding any exploratory drilling operations which are subject to a conditional use permit.

    c. A temporary use permit shall be obtained by the operator prior to any reworking of a site that has previously complied with these regulations.

2. Emergency Work. Whenever it is necessary to do work on a site to prevent a hazardous condition or the loss of the site, the operator is authorized to do such work without permits; however, the operator must immediately report any emergency which has the potential of threatening adjoining properties. All other

emergencies must have a preliminary report submitted to the city within twenty-four hours and a final report within five working days after the emergency work is completed. Such emergency work shall be excluded from the maximum permissible sound levels during the term of the emergency only.

3. Application Submittal. All applications for conditional use permits listed in subsection 1 of this section shall include the following information in addition to the standard information required for a conditional use permit application:

   a. Plan of site, production; storage and all surface facilities and proposed equipment, including the distance to, all existing and approved dwellings and other structures and land uses within a one thousand five hundred foot radius of the subject facility;

   b. Names and addresses of the mineral surface and lease owners of the subject mine and parcel;

   c. A reclamation plan for the site, which shall include information concerning the mining operation that is required for processing the reclamation plan, including but not limited to environmental review prepared pursuant to the California Environmental Quality Act (Public Resources Code Section 2100 et seq.);

   d. Name and address of the person upon whom service of process upon applicant may be made, and a consent that service of summons may be made upon such person in any action to enforce any of the obligations of the applicant;

   e. A statement that the applicant has the right, by reason of ownership or the permission of the owner, to pass through and enter all property through and/or upon which such mine is proposed, and that the applicant is duly authorized by the property owner to make and file the application;

   f. A complete legal description of the subject site;

   g. A brief description of the manner in which the minerals will be produced and transported if the drilling operation is successful;

   h. A phasing plan for the staging of the operations, including but not limited to, an estimated timetable for project construction, operation, completion and abandonment, as well as location and amount of land reserved for future expansion;

   i. Copies of all other required permits, insurance and bonds, including but not limited to those required by the Regional Water Quality Control Board;

j. An acoustical study prepared by a qualified acoustical engineer documenting existing ambient noise levels over a twenty-four hour period on the site and within a five hundred foot radius, if there are any occupied buildings within that radius;

k. Any and all other information that the city may, in its discretion and from time to time, require;

l. A written agreement duly executed by the applicant that in the event a permit is issued by the city; the applicant will as a condition to any operations within the city, faithfully comply with and abide by each and all of the provisions, requirements, and conditions of this chapter, and conditions of approval.

17.44.040 Reclamation

1. General Requirements. All reclamation plans shall comply with the provisions of SMARA (Sections 2772 and 2773), Public Resources Code Section (PRC) 2000 et seq., the California Code of Regulations (CCR Sections 3500-3505 and Sections 3700-3713 as may be amended) and the requirements of this chapter. Reclamation of mined lands shall be carried out in accordance with the requirements of this chapter, the approved reclamation plan and state policy. The operator shall guarantee all reclamation work accomplished for any period as may be determined necessary by the planning commission to assure the permanency of any or all physical reclamation features and standards.

2. Progressive and Interim Reclamation. Reclamation of mined lands shall take place as soon as practical following completion of mining operations at successive locations within the mining site as specified by the planning commission in the approval of the reclamation plan. Interim reclamation may also be required for mined lands that have been disturbed and that may be disturbed again in future operations. Reclamation may be done on an annual basis, in stages compatible with continuing operations, or on completion of all excavation, removal, or fill, as approved by the city.

   Each phase of reclamation shall be specifically described in the reclamation plan and shall include:

   a. The beginning and expected ending dates for each phase;

   b. All reclamation activities required;

   c. Criteria for measuring completion of specific reclamation activities; and

   d. Estimated costs of each phase of reclamation.

3. Disposal of Overburden and Mining Waste.

    a. Permanent piles or dumps of overburden and waste rock placed on the land surface shall be made stable, shall not block natural drainage without provision for diversion, shall have an overall smooth or even profile and, where practical, shall be placed in the least visible location. Old equipment and similar inert mining wastes shall be removed or buried. Toxic materials shall be removed or protected to prevent leaching.

    b. Overburden and mining waste placed below the existing or potential groundwater level shall not reduce the transmissivity or area through which water may flow unless approved equivalent transmissivity or area has been provided elsewhere.

4. Drainage, Erosion and Sediment Control.

    a. Any temporary stream or watershed diversion shall be restored in final reclamation unless determined unnecessary by the planning commission based on recommendation of the county flood control and water conservation district and/or public works agency.

    b. Regrading and revegetation shall be designed and carried out to minimize erosion, provide for drainage to natural outlets or interior basins designed for water storage, and to eliminate potholes and similar catchments that could serve as breeding areas for mosquitoes.

    c. Silt basins which will store water during periods of surface runoff shall be equipped with sediment control and removal facilities and protected spillways designed to minimize erosion when such basins have outlet to lower ground.

    d. Final grading and drainage shall be designed in a manner to prevent discharge of sediment above natural levels existent prior to mining operations.

    e. Upon reclamation, no condition shall remain that will or could lead to the degradation of water quality below applicable standards of the Regional Water Quality Control Board or any other agency with authority over water quality.

5. Final Slope Gradient. Final slopes shall be of such gradient as necessary to provide for slope stability, maintenance of required vegetation, public safety, and the control of drainage, as may be determined by engineering analysis of soils and geologic conditions and by taking into account probable future uses of the site. Final slopes shall not be steeper than two feet horizontal to one foot vertical

unless the applicant can demonstrate to the satisfaction of the planning commission that any such steeper slope will not:

a. Be incompatible with the alternate future uses approved for the site;

b. Be hazardous to persons that may utilize the site under the alternate future uses approved for the site; and

c. Reduce the effectiveness of revegetation and erosion control measures where such are necessary. In no event shall the steepness of slopes exceed the critical gradient as determined by an engineering analysis of the slope stability.

6. Backfilling and Grading. Backfilled and graded areas shall be compacted to avoid excessive settlement and to the degree necessary to accommodate anticipated future uses. If future use of the site contemplates structures for human occupancy, fill placement shall conform to the Uniform Building Code except that alternate methods of backfilling and grading may be utilized when incorporated in the approved reclamation plan. Material used in refilling shall be of a quality suitable to prevent contamination and pollution of groundwater.

7. Resoiling. Resoiling shall be accomplished in the following manner: coarse, hard material shall be graded and covered with a layer of finer material or weathered waste and a soil layer then placed on this prepared surface. Where quantities of available soils are inadequate to provide cover, native materials should be upgraded to the extent feasible for this purpose.

8. Revegetation. All permanently exposed lands that have been denuded by mining operations shall be revegetated unless any such revegetation is determined by the planning commission to be technically infeasible or not beneficial with respect to the intent of this chapter. Revegetation methods and plant materials utilized shall be appropriate for the topographical, soil and eliminate conditions present at the site. Native species shall be used wherever practical.

9. Bodies of Water. Ponds, lakes or bodies of water created as a feature of the reclamation plan shall be approved by the county flood control and water conservation district, the health care services agency and the mosquito abatement district.

10. Additional Requirements. The city may impose additional performance standards as developed either in review of individual projects, as warranted, or through the formulation and adoption of city-wide performance standards.

17.44.050 Required Permit Findings

1. Findings. Any permit issued under this chapter shall require that the following findings shall be made by the planning department:

    a. The proposed project complies with the provisions of SMARA and other state regulations; and

    b. The reclamation plan:

        i. Complies with SMARA Sections 2772 and 2773;
        ii. Complies with the applicable state requirements, including but not limited to California Code of Regulations Sections 3500-3505 and 3700-3713;
        iii. Complies with the city's general plan;
        iv. Has been reviewed pursuant to CEQA and all significant adverse impacts are mitigated to the maximum extent feasible;
        v. Provides that the land and/or resources such as bodies of water to be reclaimed will be restored to a condition that is compatible with, and blends in with, the surrounding natural environment, topography and other resources, or that suitable off-site mitigation will compensate for related disturbance to resource values;
        vi. Provides that the mined land will be restored to a useable condition that is readily adaptable for alternative land uses consistent with the general plan; and
        vii. Is consistent with the protection of the public health, safety and welfare.

17.44.060 Annual Report Requirements

Surface mining operators shall forward an annual surface mining report to the State Department of Conservation and to the planning director on a date established by the State Department of Conservation, upon forms furnished by the State Mining and Geology Board. New mining operations shall file an initial surface mining report and any applicable filing fees with the State Department of Conservation within thirty days of permit approval, or before commencement of operations, whichever is sooner. Any applicable fees, together with a copy of the annual inspection report, shall be forwarded to the State Department of Conservation at the time of filing the annual surface mining report.

17.44.070 Development Standards

The following development standards are applicable to all mineral production operations within the city unless approved otherwise through the conditional use permit procedure:

1. All production operations shall comply with California Public Resource Code, all regulations of the State Division of Industrial Safety and all other agency regulations which apply to such operations.

19. Minimum Production Site Size. All production sites shall be a minimum of one acre in size in order to accommodate consolidation of equipment, soundproofing; landscaping, circulation, and allow for reuse of the property at such time as the site is no longer utilized for mining operations.

20. Access Roads and Production Site. All private roads used for access to, the production site and the production site itself shall be surfaced with a permanent or semipermanent surface such as rock or gravel and maintained to prevent dust or mud.

21. Sumps or Ponds. All sumps, sump pits, ponds or similar devices such as portable tanks constructed on-site for the purpose of holding waste material shall be lined to prevent such waste material from penetrating into the soil. Furthermore, when such sump, pit or pond is no longer needed, it shall be excavated of all foreign materials and filled with compacted earth to the level of the surrounding terrain.

22. Fencing. All sumps, pits, excavations and production sites shall be enclosed with a fence, the type of fencing and height to be determined by the planning commission at the time of consideration of the conditional use permit.

23. Abandonment of Site. At such time as the site is abandoned, the responsible party shall abandon the site in accordance with the reclamation plan and all applicable regulations. Furthermore, all access roads shall be restored to their original condition or as nearly as practicable unless approved otherwise by the planning director of the city upon receipt of a written request by the property owner.

24. Nonproducing Mine. Whenever the cost of production exceeds the revenue produced by mine or whenever a mine is shut down for a period of ninety consecutive days or more, it shall be considered a nonproducing mine. When a mine is determined to be nonproducing or is shut down for ninety consecutive days or more, the operator shall report to the city the status of such a mine.

    The operator shall then have ninety days to conduct an engineering evaluation to determine the economic viability of continuing production operations. If it is determined that the mine is no longer economically viable, the mine shall be abandoned in conformance with subsection F of this section.

    The operator shall submit, upon request, reports to the city on each mine reflecting the cost/revenue ratio of each mine in order to determined if the mine is nonproducing.

25. Site Development. At the time of application for a conditional use permit to mining and production, the applicant shall submit a plan showing relationship to existing land use, ultimate land use if different and shall indicate proposed mitigation measures to all anticipated impacts including but not limited to noise, light or glare, odor, traffic, aesthetics, etc.

26. Screening and Landscaping Production Sites. All sites shall be adequately screened from adjoining properties and public rights-of-way, the type of screening and landscaping to be determined by the planning commission at the time of consideration of the conditional use permit.

27. Mine Location.

    a. Setbacks. No new mine or production facility shall be located within:

        i. Five hundred feet of any building including dwellings, except buildings incidental to the operation of the mine, unless written permission is obtained from each affected property owner;
        ii. One thousand feet of any building used for public assembly, such as schools and churches.

28. Soundproofing. If mining operations are located within one thousand feet of an occupied building, noise sources associated with the operation shall be enclosed with soundproofing sufficient to ensure that expected noise levels do not exceed the noise limits contained in this chapter. Permittee shall install every device in the nature of exhaust mufflers and other equipment for the elimination of noise, obtainable and practicable for that purpose, on all operating machinery and equipment. Soundproofing shall be installed prior to commencement of operations.

29. Signs. All mines shall have a legible, permanent, prominently displayed and maintained metal sign no less than two square feet in area containing the following: name of the owner or operator, twenty-four hour emergency phone number, lease name and name and number of the mine. If the operator changes, it will be the new operator's responsibility to replace the sign within thirty days after the change.

17.44.080 Noise

1. Noise Limits. No blasting, producing, or other operations (including workover operations) shall produce noise at the property line of a noise sensitive receptor in excess of the following standards unless a permit is granted by the planning department.

Basic Reference Levels	
7 a.m. to 10 p.m.	55dB(A)
10 p.m. to 7 a.m.	50dB(A)

2. Noise measurement and acoustical analysis shall be conducted by a qualified acoustical consultant experienced in the fields of environmental noise assessment and architectural acoustics using a sound level meter. All costs associated with said measurement and analysis shall be borne by the permittee.

17.44.090 Performance Standards

1. Noise Abatement. If noise complaints are received by the city, or if noise levels exceed those permitted by this chapter, a notice shall be issued to the operator. Upon receipt of notice, the operator shall submit for the approval of the planning department the procedures the operator will undertake to correct the violation. Corrective measures must be initiated within twenty-four hours of operator's receipt of the notice. The city may require additional or follow-up noise field tests by an acoustical engineer to ensure compliance, in which case the operator shall pay the actual costs to the city for such tests. Failure to comply shall be reason for the city to limit drilling, redrilling or other operations to daylight hours (seven a.m. to seven p.m.).

2. Light or Glare. It is unlawful for any person to operate, or cause to be operated any production equipment for any mine, or incidental to a mine, within the incorporated limits of the city, in any manner so as to direct any light or glare such that it negatively impacts any adjoining residential or commercial land uses. Furthermore, such light or glare must be directed away from any public street such that it will not create a traffic hazard.

3. Waste Discharge. At no time shall any waste matter be discharged into the public sewer, storm drain, or irrigation systems, any stream or creek, or into the ground, except in accordance with the regulations or requirements of all applicable local, state or federal agencies.

4. Vibration. Any ground vibration generated by any mining activity which is discernible at any residentially developed property shall be prohibited. Vibration dampening equipment of the best available technology shall be installed as required by the city so as to reduce vibration to a minimum.

5. Fire, Safety and Explosion. All uses shall provide adequate safety devices against fire, explosion and other hazards and adequate firefighting and fire suppression equipment in compliance with applicable fire prevention codes.

6. Air Pollution. All uses shall comply with regulations of the San Joaquin Valley Unified Air Pollution Control District.

7. Heavy Equipment. Transport of heavy equipment or large trucks to and from the production site shall be limited to the hours of seven a.m. to ten p.m.

17.44.100 Noise Control Officer

The noise control officer shall be the planning director or a person, designated by the planning director, of the city. The noise control officer is authorized to enter property for the purpose of investigating complaints of noise or for normal periodic checks of noise levels at production sites.

17.44.110 Nonconforming Production Sites

Production sites legally established within the unincorporated area and subsequently annexed to the city may continue without complying with the requirements of this chapter provided the site or operations on the site do not create a public nuisance as defined within this chapter. Whenever an existing production site which has not complied with these regulations is reworked, it shall then comply with these regulations.

17.44.120 Nuisance

No person shall conduct any mining operation in a manner that would create any noise, odor or vibration detrimental to the health, safety, or welfare of the surrounding area or any reasonable number of persons. Such manner of operation is declared to be a public nuisance and when determined by the city that a drilling site or operation constitutes a public nuisance, the city shall take all actions necessary and available to abate such nuisance.

17.44.130 Spills

In the event of any leak or spill of any pollution or deleterious substance, whatever the cause thereof, the permittee shall notify the planning department. If, in the judgment of the city, such leak or spill represents a potential environmental hazard, the city may issue whatever corrective orders deemed appropriate, and may require the appropriate testing of the surface and subsurface for pollutant incursion, the cost of such tests to be borne by the permittee.

17.44.140 Building Permits

Building permits shall be secured for all permanent structures in conformance with the Uniform Building Code. Electrical permits shall be required for all electrical connections.

17.44.150 Insurance

No operations shall commence until the applicant files with the city insurance certificates as follows: permittee shall carry a policy of standard comprehensive general public liability insurance, including coverage's for: sudden and accidental pollution including the cost of environmental restoration, underground resources coverage and completed operations. The policy shall insure the city against all costs, charges and expenses incurred by it for cleanup of sudden and accidental pollution.

The insurance shall name the city as an additional insured for third-party liabilities arising from any mining operations insured under the certificate during the period of coverage. Insurance shall include contractual liability covering bodily injuries and property, damage, naming the permittee and the city, in the amount of one million dollars per occurrence. The deductible must be no greater than ten thousand dollars. The policy shall provide for a thirty-day cancellation notice to the city in the event the policy will be terminated for any reason except nonpayment of premium in which case the notice period shall be ten days.

17.44.160 Indemnification

The operator shall indemnify, defend and hold the city, and their elected officials, officers, agents and employees free and harmless from all actions, suits, claims, demands, liability, costs, and expense, including prosecution claimed or established against them, or any of them, for damage or injuries to persons or property of whatsoever nature, arising out of or in connection therewith the acts or omissions of operator, its servants, agents, or employees, or to which operator's negligence shall in any way contribute, or arising out of the operator's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to the operator.

17.44.170 Sale of Mine

Whenever a mine is to be sold, the permittee shall notify the planning department in writing a minimum of thirty days prior to the effective date of sale.

17.44.180 Right of Entry

Any officer or employee of the city whose duties require the inspection of the premises shall have the right and privilege at all reasonable times, to enter upon any premises upon or from which any operations being conducted for which any permit has been issued of is required, for the purpose of making any inspections. No owner, occupant, or any other person having charge, care or control of any premises shall fail or neglect to permit entry.

17.44.190 Notices

Every operator of any mine shall designate an agent, who must be a resident of the state during all times he or she serves as agent, upon whom all orders and notices may be served in person or by mail. Every operator shall, within five days, notify the planning department in writing of any change in such agent or mailing address.

17.44.200 Violations

Any use, operation, building, site, structure, excavation or sump established or used contrary to the provisions of this chapter is deemed to constitute a public nuisance, and shall be subject to abatement, including injunctive relief against the creation, maintenance or allowance of any nuisance as well as such other remedies as may be provided in the municipal code. In addition, any violation of this chapter shall constitute a misdemeanor.

17.44.210 Stop Orders

If any operator is violating any of the provisions of this chapter which affect public health and safety, the city may issue a stop work order for immediate cessation of operations. The operator shall immediately comply with the order and shall not resume operations until written consent from the city has been obtained, or unless there exists special or emergency circumstances.

17.44.220 Revocation of Permit

1. Findings for Revocation. Any permit issued pursuant to the provisions of this chapter may be revoked by the planning commission or on appeal by the city council, upon finding either:

    a. That permittee has failed, neglected, or refused to comply with and abide by any of the conditions of their permit;

    b. That permittee has failed, neglected, or refused to comply with and abide by, or has in any way violated any of the provisions of this chapter, any other ordinance of the city; or any other law, rule or regulation, either directly or indirectly, by reason of, in connection with, or incident to his operations under the permit or upon the premises covered by such permit;

    c. That any of permittee's operations, or the continuance thereof, upon the premises covered by his/her permit are or are likely to become a menace or hazard to business, to any public property, to any interest of the city, or to the lives or safety of persons;

d. That permittee has made a willful misrepresentation of fact in any application for such permit or in any report or record required by this chapter to be filed with or furnished to the city by permittee.

e. Any permit, either in connection with a proceeding for the revocation thereof or otherwise, may be suspended by the commission or council upon finding that the operations of the permittee constitute or have become an immediate menace or hazard to commerce, to any public property, to any interest of the city, or to the lives or safety of persons. The suspension and/or revocation of any permit shall be made and accomplished in the following manner:

   i. At a public hearing before the planning commission, the permittee and the public shall be given an opportunity to present information relevant to consideration of suspension or revocation of the permit.
   ii. Following the public hearing, or on appeal by the city council, notice of suspension and/or revocation shall be served upon permittee, stating the reasons and grounds upon which the proposed action is based, requiring permittee within fifteen days after, the service upon him/her of such notice, to cure and remedy any fault, noncompliance, or violation of any condition for which suspension or revocation of the permit may be made. Five days after the time herein provided for the curing of any default, or within any further times as the commission or council may have granted, has expired, said permit shall, without any further or other action of or by the city, be revoked.

2. It is unlawful to carry on any of the operations authorized by any permit during any period of suspension or after revocation provided that nothing shall prevent the performance of such operations as may be necessary for safety; or to cure and remedy the default, noncompliance or violation for which suspension or revocation was ordered.

Chapter 17.45 – Oil and Gas Production

Sections

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17.45.010 Purpose

The purpose of the "oil and gas production regulations" is to establish reasonable and uniform limitations, safeguards and controls for the present operation of and future drilling for and production of oil, gas, and other hydrocarbon substances within the city so that such activities may be conducted in harmony with other uses of land within the city, thus protecting the people of the city in the enjoyment and use of their property and providing for their comfort, health, safety and general welfare.

17.45.020 Definitions

Those definitions provided in Public Resource Code Section (PRC) 3000 et seq. relating to oil and gas exploration and production shall apply to this chapter and are adopted herein by reference. All terminology used in this chapter, not defined below, shall be in conformance with applicable publications, of the American National Standards Institute (ANSI) or its successor body. In addition to those definitions in the PRC, the following shall apply:

1. "dB(A)" or "dBA" means the sound level in decibels as measured on a sound level meter using the A-weighting network.

2. "Emergency work" means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency. Production facilities means all equipment, pipelines, etc., used for the purpose of producing or transporting oil, gas and other hydrocarbon substances within or through the city, excluding normal public utility gas lines. Sound level meter means an instrument meeting or exceeding American National Standard Institute's Standard S 1.4-1971 for Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

17.45.030 Permits Required

1. Permits. Appropriate permits shall, be obtained from the city for all oil, gas or other hydrocarbon operations including, but not limited to, seismic or geophysical oil or gas exploration or survey, drilling a new or reworking an existing well for oil; gas or other hydrocarbon substances, construction of related facilities for oil, gas or other hydrocarbon production. The following permits shall be required:

    a. A conditional use permit shall be obtained prior to the drilling of a new well or the reworking of an existing well which has not complied with these regulations, or prior to the construction of any new related facilities for the production of oil, gas or other hydrocarbon substances within or through the city excluding normal public utility gas lines.

    b. A temporary use permit shall be obtained prior to seismic or geophysical surface-based exploration or survey for the purpose of locating gas, oil or other hydrocarbons, excluding any, exploratory drilling operations which, are subject to a conditional use permit.

    c. A temporary use permit shall be obtained by the operator prior to any reworking of a well that has previously complied with these regulations.

2. Emergency Work. Whenever it is necessary to do work on a well to prevent a hazardous condition or the loss of the well, the operator is authorized to do such work without permits; however, the operator must immediately report any emergency which has the potential of threatening adjoining properties. All other emergencies must have a preliminary report submitted to the city within twenty-four hours and a final report within five working days after the emergency work is completed. Such emergency work shall be excluded from the maximum permissible sound levels during the term of the emergency only.

3. Application Submittal. All applications for conditional use permits listed in subsection A of this section shall include the following information in addition to the standard information required for a conditional use permit application:

   a. Plan of drill site, production, storage and all surface facilities, including each derrick, tank, sump, pipeline, boiler and, other existing and proposed equipment, including the distance to all existing and approved dwellings and other structures and land uses within a one thousand five hundred foot radius of the subject oil/gas facility;

   b. Names and addresses of the mineral, surface and lease owners of the subject well and parcel;

   c. A statement of the provisions for water for the drill rig;

   d. Name and address of the person upon whom service of process upon applicant may be made, and a consent that service of summons may be made upon such person in any action to enforce any of the obligations of the applicant;

   e. A statement that the applicant has the right, by reason of ownership or the permission of the owner, to pass through and enter all property through which such well is proposed to pass and that the applicant is duly authorized by the property owner to make and file the application;

   f. A complete legal description of the subject site;

   g. A brief description of the manner in which the oil will be produced and transported if the drilling operation is successful;

   h. An oil spill contingency plan that specifies the location, description of responsibilities for cleanup and monitoring, disposition of wastes, and reporting incidents;

   i. A phasing plan for the staging of the drilling operations, including but not limited to, an estimated timetable for project construction, operation, completion and abandonment, as well as location and amount of land reserved for future expansion;

   j. Copies of all other required permits, insurance and bonds, including but not limited to those required by the California Division of Oil and Gas (DOG), the Regional Water Quality Control Board and the Bay Area Quality Management District;

   k. An acoustical study prepared by a qualified acoustical engineer documenting existing ambient noise levels over a twenty-four hour period on

the drill site and within a five hundred foot radius, if there are any occupied buildings within that radius;

l. Any and all other information that the city may, in its discretion and from time to time, require;

m. A written agreement duly executed by the applicant that in the event a permit is issued by the city, the applicant will as a condition to any operations within the city faithfully comply with and abide by each and all of the provisions; requirements, and, conditions of this chapter, and conditions of approval

17.45.040 Development Standards

The following development standards are applicable, to all drilling or production operations within the city unless approved otherwise through the conditional use permit procedure:

1. All drilling and production operations shall comply with California Public Resource Code Section 3000 et seq., all regulations of the State DOG, State Division of Industrial Safety and all other agency regulations which apply to such operations.

2. Minimum Production Site Size. All production sites shall be a minimum of one acre in size in order to accommodate consolidation of drill site, equipment, soundproofing, landscaping, circulation, and allow for reuse of the property at such time as the site is no longer utilized for drilling operations.

3. Access Roads and Production Site. All private roads used for access to the production site and the production site itself shall be surfaced with a permanent or semipermanent surface such as rock or gravel and maintained to prevent dust or mud.

4. Sumps or Ponds. All sumps, sump pits, ponds or similar devices such as portable tanks constructed on-site for the purpose of holding waste material shall be lined to prevent such waste material from penetrating into the soil. Furthermore, when such sump, pit or pond is no longer needed, it shall be excavated of all foreign materials and filled with compacted earth to the level of the surrounding terrain.

5. Fencing. All sumps, pits, excavations and production sites shall be enclosed with a fence, the type of fencing and height to be determined by the planning commission at the time of consideration of the conditional use permit.

6. Abandonment of Site. At such time as the oil or gas drilling or production site is abandoned, the responsible party shall abandon the site in accordance with the DOG regulations for urban areas and all other applicable regulations.

Furthermore, the drill or production site and all access roads shall be restored "to their original condition or as nearly as practicable unless approved otherwise by the DOG and the planning director of the city upon receipt of a written request by the property owner. The responsible party shall furnish the city with a copy of the DOG approval showing compliance with all abandonment proceedings under state law.

7. Nonproducing Well. Whenever the cost of production exceeds the revenue produced by an oil or gas well or whenever a well is shut down for a period of ninety consecutive days or more, it shall be considered a nonproducing well. When a well is determined to be nonproducing or is shut down for ninety consecutive days or more, the operator shall report to the city the status of such a well. The operator shall then have ninety days to conduct an engineering evaluation to determine the economic viability of continuing production operations. If it is determined that the well is no longer economically viable, the well shall be abandoned in conformance with subsection F of this section. The operator shall submit, upon request, reports to the city on each well reflecting the cost/revenue ratio of each well in order to determine if the well is nonproducing.

8. Site Development. At the time of application for a conditional use permit to all drilling and production, the applicant shall submit a plan showing relationship to existing land use, ultimate land use if different and shall indicate proposed mitigation measures to all anticipated impacts including but not limited to noise, light or glare, odor, traffic, aesthetics, etc. Furthermore, the application shall include a plan for the ultimate reuse of the drilling or production site and how the ultimate use of the site will relate to adjacent uses.

9. Screening and Landscaping Production Sites. All oil or gas production sites shall be adequately screened from adjoining properties and public rights-of-way, the type of screening and landscaping to be determined by the planning commission at the time of consideration of the conditional use permit.

10. Well Location.

    a. Setbacks. No new well, storage tank or production facility shall be located within:

        i. Five hundred feet of any building including dwellings, except buildings incidental to the operation of the well, unless written permission is obtained from each affected property owner, and subject to DOG standards;
        ii. One thousand feet of any building used for public assembly, such as schools and churches.

11. Soundproofing If drilling or redrilling operations are located within one thousand feet of an occupied building, noise sources associated with the operation shall be enclosed with soundproofing sufficient to ensure that expected noise levels do not exceed the noise limits contained in this chapter. Permittee shall install every device in the nature of exhaust mufflers and other equipment for the elimination of noise, obtainable and practicable for that purpose, on all operating machinery and equipment and on the well in all instances where objectionable noises might otherwise exist. Soundproofing shall be installed prior to commencement of operations and shall include but not be limited to the following:

    a. Any well which is to be drilled or redrilled, and which is within five hundred feet of an occupied building shall have all parts of a derrick above the derrick floor, including the elevated portion used as a hoist, enclosed with fire resistive soundproofing blanket or panel material. Such soundproofing shall comply with accepted American Petroleum Institute standards and shall be subject to fire department regulations. All doors shall be closed during drilling, except for ingress and egress and necessary logging, testing and well completion operations. Alternative materials or methods of noise abatement may be used, such as electric power for drilling; provided such alternative is approved by the planning commission. The commission may approve any such alternative if they find that the proposed material and/or method have equal soundproofing properties and fire resistive qualities to being enclosed as stated above. Any alternative may require the submission of evidence by the permittee to substantiate any claims that may be made regarding the use of such alternatives. The planning commission may waive these soundproofing requirements if they find them unnecessary.

    b. Any well which is to be drilled or redrilled, and which is within five hundred one to one thousand feet of any occupied building shall be enclosed by a plywood fence with fire resistive sound insulating material on the interior of the fence. The fence shall specifically enclose all generators and the drill rig itself, to a height of twenty feet from grade.

       Alternative materials or methods of noise abatement may be used, such as earthen berms, other sound insulating materials, or other methods proposed by the applicant or electric power for drilling, provided such alternative is approved by the planning commission. The commission may approve any such alternative if they find that the proposed material and/or method have equal soundproofing properties and fire resistive qualities to being enclosed as stated above. Any alternative may require the submission of evidence by the permittee to substantiate any claims that may be made regarding the use of such alternatives. The planning commission may waive these soundproofing requirements if they find them unnecessary.

12. Signs. All oil/gas facilities shall have a legible, permanent, prominently displayed and maintained metal sign no less than two square feet in area containing the following: name of the drilling contractor, name of the owner or operator, twenty-four hour emergency phone number, lease name and name and number of the well. If the operator changes, it will be the new operator's responsibility to replace the sign within thirty days after the change.

13. Derricks. All derricks and masts shall be consistent with California Division of Industrial Safety and OSHA standards, be at least equivalent to the standards and specifications of the American Petroleum Institute (API), and meet the following standards:

    a. All derricks or masts, standard or portable, used for drilling, redrilling, rework, production or servicing, within two hundred feet of a public right-of-way, school, residence or building, shall have derrick crown(s) shrouded to prevent oil and water spraying into the air.

    b. All derricks and masts hereafter erected for drilling, redrilling or rework shall be removed within thirty days after completion of the work unless otherwise ordered by the director of the DOG.

14. Permittee shall immediately remove the derrick and all other structures not required in the event that only gas is produced from the well and erect a suitable and sightly structure over the well of the most modern and approved design for the purpose, using only such space for the same as is necessary, and also shall fill all holes and excavations, save the well, and restore all surfaces to their original condition.

15. Storage Tanks/Production Equipment.

    a. Unless otherwise permitted by the planning commission, the total capacity of oil storage facilities shall not exceed two thousand barrels per well, and no tank shall exceed one thousand barrels capacity. Tanks shall be constructed and maintained to be vapor tight.

    b. Each oil gas separator shall be equipped with both a regulation pressure-relief safety valve and a bursting head.

    c. No storage tank shall be erected closer than fifty feet from any building, nor shall any building be erected within fifty feet of any storage tank. The city may permit this distance separation to be reduced for low occupancy industrial or warehouse buildings, subject to additional or special safety of fire systems requirements which may be approved and imposed by the fire district. These distance provisions shall not apply to any tank or related facility constructed prior to 1998.

d. All tanks and attached fixtures shall be constructed and maintained in accordance with API, OSHA, California Division of Industrial Safety, DOG, National Fire Protection Association (NFPA) and EPA standards.

e. Tanks shall rest directly on the ground or on foundations or supports of gravel, concrete, masonry, piling or steel. Tank foundations shall be elevated, level and larger in diameter than the tank itself. Exposed piling or steel tank supports shall be protected by fire resistive materials to provide a fire resistance rating of not less than two hours. Tank supports and connections shall be designed and installed to resist damage as a result of seismic activity.

f. No tank for storage of any flammable liquid shall be located closer than three feet to any other such tank.

g. New tanks used for storage of crude petroleum and other flammables shall be diked or provided with diversion walls and catchment basins, or combinations thereof, to meet the requirements of the DOG and NFPA. The volumetric capacity of a diked area shall not be less than the capacity necessary to hold the full volume of the largest tank below the height of the dike.

h. Dike walls shall be of concrete, solid masonry or earth designed and maintained to be liquid tight and to withstand a full hydrostatic head, except that all dikes in residential zones shall be solid masonry or poured in place concrete. Asphaltic surfacing shall be required on all earthen dikes. Surfacing shall be impervious and prevent leaching through pavement.

i. All tank piping, valves, fittings and connections including normal and emergency relief venting, shall be installed and maintained in accordance with current API standards.

k. All production equipment shall be kept painted in neutral, earth tone colors and maintained at all times.

17.45.050 Noise

1. Noise Limits. No drilling, producing, or other operations (including work over operations) shall produce noise at the property line of a noise sensitive receptor in excess of the following standards, with respect to these basic reference levels.

Basic Reference Levels	
7 a.m. to 10 p.m.	55 dBA
10 p.m. to 7 a.m.	50 dBA

2. Noise measurement and acoustical analysis shall be conducted by a qualified acoustical consultant experienced in the fields of environmental noise assessment and architectural acoustics using a sound level meter. All costs associated with said measurement and analysis shall be borne by the permittee.

17.45.060 Performance Standards

1. Noise Abatement. If noise complaints are received by the city, or if noise levels exceed those permitted by this chapter, a notice shall be issued to the operator. Upon receipt of notice, the operator shall submit for the approval of the planning department the procedures the operator will undertake to correct the violation. Corrective measures must be initiated within twenty-four hours of operator's receipt of the notice. The city may require additional or follow-up noise field tests by an acoustical engineer to ensure compliance, in which case the operator shall pay the actual costs to the city for such tests. Failure to comply shall be reason for the city to limit drilling, redrilling or other operations to daylight hours (seven a.m. to seven p.m.).

7. Light or Glare. It is unlawful for any person to operate, or cause to be operated any production equipment for any mine, or incidental to a mine, within the incorporated limits of the city, in any manner so as to direct any light or glare such that it negatively impacts any adjoining residential or commercial land uses. Furthermore, such light or glare must be directed away from any public street such that it will not create a traffic hazard.

8. Waste Discharge. At no time shall any waste matter be discharged into the public sewer, storm drain, or irrigation systems, any stream or creek, or into the ground, except in accordance with the regulations or requirements of all applicable local, state or federal agencies.

9. Vibration. Any ground vibration generated by any oil or gas drilling or production operation which is discernible at any residentially developed property shall be prohibited. Vibration dampening equipment of the best available technology shall be installed as required by the city so as to reduce vibration to a minimum.

10. Fire, Safety and Explosion. All uses shall provide adequate safety devices against fire, explosion and other hazards and adequate firefighting and fire suppression equipment in compliance with applicable fire prevention codes.

11. Air Pollution. All uses shall comply with regulations of the San Joaquin Valley Unified Air Pollution Control District.

12. Flaring Wells. The flaring of wells shall be limited to daylight hours only.

13. Heavy Equipment. Transport of heavy equipment or large trucks to and from the production site shall be limited to the hours of seven a.m. to ten p.m.

17.45.070 Consolidation of Drilling Sites

1. Site Development. At all times when practical and reasonable, new drill sites shall be developed at an existing established drill site in order to free more land for other uses and reduce the interface between oil or gas activities and other land uses, thereby making the potentially adverse impacts from such operations easier to mitigate; and provide for the opportunity to establish greater buffers and separation between oil or gas facilities and other uses.

2. Limiting Drilling Sites. Whenever a new drilling site is proposed, the proponent shall analyze in conjunction with the city and the DOG, all gas or oil zones and the typical reach of directionally drilled wells in order to establish a site where all or most of the resource can be removed from one drilling site.

17.45.080 Noise Control Officer Designated

The noise control officer shall be the planning director or a person, designated by the planning director, of the city. The noise control officer is authorized to enter property for the purpose of investigating complaints of noise or for normal periodic checks of noise levels at drilling or production sites.

17.45.090 Nonconforming Drilling or Production Sites

Drilling or production sites legally established within the unincorporated area and subsequently annexed to the city may continue without complying with the requirements of this chapter provided the site or operations on the site do not create a public nuisance as defined within this chapter. Whenever an existing drilling or production site which has not complied with these regulations is reworked, it shall then comply with these regulations.

17.45.100 Nuisance

No person shall conduct any oil or gas operation in a manner that would create any noise, odor or vibration detrimental to the health, safety, or welfare of the surrounding area or any reasonable number of persons. Such manner of operation is declared to be a public nuisance and when determined by the city that a drilling site or operation constitutes a public nuisance, the city shall take all actions necessary and available to abate such nuisance.

17.45.110 Spills.

In the event of any leak or spill of any pollution or deleterious substance, whatever the cause thereof, the permittee shall notify the planning department. If, in the judgment of the city, such leak or spill represents a potential environmental hazard, the city may issue whatever corrective orders deemed appropriate, and may require the appropriate testing of the surface and subsurface for pollutant incursion, the cost of such tests to be borne by the permittee.

17.45.120 Building Permits.

Building permits shall be secured for all permanent structures in conformance with the Uniform Building Code. Electrical permits shall be required for all electrical connections for drilling/redrilling and/or pumping units if electrical motors are utilized.

17.45.130 Insurance.

No operations shall commence until the applicant files with the city insurance certificates as follows: permittee shall carry a policy of standard comprehensive general public liability insurance for the drilling period, including coverage's for sudden and accidental pollution including the cost of environmental restoration, underground resources coverage and completed operations. The policy shall insure the city against all costs, charges and expenses incurred by it for cleanup of sudden and accidental pollution. The insurance shall name the city as an additional insured for third-party liabilities arising from any oil/gas drilling operations insured under the certificate during the period of coverage. Insurance shall include contractual liability covering bodily injuries and property damage, naming the permittee and the city of Ripon, in the amount of one million dollars per occurrence. The deductible must be no greater than ten thousand dollars. The policy shall provide for a thirty-day cancellation notice to the city in the event the policy will be terminated for any reason except nonpayment of premium in which case the notice period shall be ten days.

17.45.140 Indemnification.

The operator shall indemnify, defend and hold the city, and their elected officials, officers, agents and employees free and harmless from all actions, suits, claims, demands, liability, costs, and expense, including prosecution claimed or established against them, or any of them, for damage or injuries to persons or property of whatsoever nature, arising out of or in connection therewith the acts or omissions of operator, its servants, agents, or employees, or to which operator's negligence shall in any way contribute, or arising out of the operator's failure to comply with the

provisions of any federal, state or local statute, ordinance or regulation applicable to the operator.

17.45.150 Sale of Wellsite

Whenever a well is to be sold, the permittee shall notify the planning department in writing a minimum of thirty days prior to the effective date of sale.

17.45.160 Right of Entry

Any officer or employee of the city whose duties require the inspection of the premises shall have the right and privilege at all reasonable times, to enter upon any premises upon or from which any operations being conducted for which any permit has been issued or is required, for the purpose of making any inspections. No owner, occupant, or any other person having charge, care or control of any premises shall fail or neglect to permit entry.

17.45.170 Notices

Every operator of any well shall designate an agent, who must be a resident of the state during all times he or she serves as agent, upon whom all orders and notices may be served in person or by mail. Every operator shall, within five days, notify the planning department in writing of any change in such agent or mailing address. The operator shall submit to the planning department a copy of the Division of Oil and Gas report of property/well transfer/acquisition within thirty days after sale, assignment, transfer, conveyance or exchange of any oil/gas facilities.

17.45.180 Violations

Any use, operation, building, tank pipeline, site, structure, excavation or sump established or used contrary to the provisions of this chapter is deemed to constitute a public nuisance, and shall be subject to abatement, including injunctive relief against the creation, maintenance or allowance of any nuisance as well as such other remedies as may be provided in the city municipal code. In addition, any violation of this chapter shall constitute a misdemeanor.

17.45.190 Stop Orders

If any operator is violating any of the provisions of this chapter which affect public health and safety, the city may issue a stop work order for immediate cessation of operations. The operator shall immediately comply with the order and shall not resume operations until written consent from the city has been obtained, or unless ordered by the DOG due to special or emergency circumstances.

17.45.200 Revocation of Permit

1. Findings for Revocation. Any permit issued pursuant to the provisions of this chapter may be revoked by the planning commission or on appeal by the city council, upon finding either:

    a. That permittee has failed, neglected, or refused to comply with and abide by any of the conditions of their permit;

    b. That permittee has failed, neglected, or refused to comply with and abide by, or has in any way violated any of the provisions of this chapter, any other ordinance of the city; or any other law, rule or regulation, either directly or indirectly, by reason of, in connection with, or incident to his operations under the permit or upon the premises covered by such permit;

    c. That any of permittee's operations, or the continuance thereof, upon the premises covered by his/her permit are or are likely to become a menace or hazard to business, to any public property, to any interest of the city, or to the lives or safety of persons;

    d. That permittee has made a willful misrepresentation of fact in any application for such permit or in any report or record required by this chapter to be filed with or furnished to the city by permittee.

    e. Any permit, either in connection with a proceeding for the revocation thereof or otherwise, may be suspended by the commission or council upon finding that the operations of the permittee constitute or have become an immediate menace or hazard to commerce, to any public property, to any interest of the city, or to the lives or safety of persons. The suspension and/or revocation of any permit shall be made and accomplished in the following manner:

        i. At a public hearing before the planning commission, the permittee and the public shall be given an opportunity to present information relevant to consideration of suspension or revocation of the permit.

    f. Following the public hearing, or on appeal by the city council, notice of suspension and/or revocation shall be served upon permittee, stating the reasons and grounds upon which the proposed action is based, requiring permittee within fifteen days after, the service upon him/her of such notice, to cure and remedy any fault, noncompliance, or violation of any condition for which suspension or revocation of the permit may be made. Five days after the time herein provided for the curing of any default, or within any further times as the commission or council may have granted, has expired, said permit shall, without any further or other action of or by the city, be revoked.

2. It is unlawful to carry on any of the operations authorized by any permit during any period of suspension or after revocation provided that nothing shall prevent the performance of such operations as may be necessary for safety; or to cure and remedy the default, noncompliance or violation for which suspension or revocation was ordered.

17.45.210 Development Encroachment in Petroleum Areas

1. On-site Petroleum Facilities. Where a developer proposes to subdivide, rezone or otherwise develop property, which contains existing drilling and/or production operations, the developer may provide a plan showing how all existing petroleum related facilities will be protected and integrated into the proposed development so such facilities will satisfy the requirements of this chapter. The developer may also submit a plan of the ultimate use of the land after cessation of petroleum operations and abandonment of the wells. Any buildable lot containing an area which may not be built upon because development could not comply with this chapter shall be encumbered by the developer with a deed restriction specifying the area so encumbered and identifying the name and location of the well causing the encumbrance. If a final map is filed, such encumbrance shall be recorded concurrent with the final map. If a petroleum facility is subsequently abandoned, such lot may then be considered for development, pursuant to this chapter.

2. Abandoned Wells. Tentative maps, planned development and other development plans submitted to the city may show the location of all wells drilled on the property. Prior to development of an area, any well shown as abandoned shall be accompanied by written verification for the DOG. Development shall be designed such that the building official is satisfied that no structure will be built within ten feet of any well that has been properly abandoned pursuant to DOG requirements. Any lot or parcel containing an abandoned well shall be encumbered with a deed, restriction specifying the exact location of such well and prohibiting any construction within said ten-foot area. If a final map is recorded, the encumbrance shall be recorded concurrent with the final map. The DOG, at their discretion, may also require that any abandoned well be uncovered, tested for leakage; require remedial work on leaking wells, and be accurately located on the final map before recordation of the map.

3. Drilling Islands. As part of any rezoning, subdivision, or other development, the developer may provide the city with written documentation that he/she has contacted all mineral rights owners who have rights of surface entry on the property, to either reserve lands for future drilling and/or production operations as drilling islands, or to waive their rights to drill for oil and gas under the surface, within the subject site. Drilling islands shall be no less than two and one-half net acres in size, configured so that the proposed development and petroleum activities can be adequately buffered from one another, provide for adequate access, and be accompanied with a plan of the ultimate use of the site

after abandonment or a decision not to pursue petroleum operations. Future drilling and/or production operations shall be required to acquire necessary permits as well as satisfy all wellsite development standards.

Chapter 17.46 – Recycling Facilities

Sections

17.46.010 Purpose of Provisions.
17.46.020 Definitions.
17.46.030 Reverse Vending Machines - Development Standards
17.46.040 Small Collection Facilities - Development Standards
17.46.050 Large Collection Facilities - Development Standards
17.46.060 Processing Facilities – Development Standards.

17.46.010 Purpose

The purpose of this Section is to establish reasonable and uniform limitations, safeguards and controls for the operation of recycling facilities within the city.

17.46.010 Definitions

For the purposes of this Section the following definitions shall apply:

1. "Collection Facility" means a center for the acceptance by donation, redemption, or purchase of recycling materials from the public.

2. "Collection Facility – Small" means a facility that occupies an area of 500 square feet or less where the public may donate, redeem, or sell recyclable materials and may include:

    a. A mobile unit to be removed from the site on a daily basis;

    b. Bulk reverse vending machines;

    c. Kiosk-type units which may include permanent structures;

    d. Unattended containers placed for the donation of recyclable materials.

3. "Collection Facility – Large" means a facility that occupies an area of more than 500 square feet and/or includes permanent structures where the public may donate, redeem, or sell recyclable materials.

4. "Convenience Zones" means an area within one-half mile radius of a supermarket.

5. "Mobile Recycling Unit" means an automobile, truck, trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable

materials, including bins, boxed, or containers transported by trucks, vans or trailers, and used for the collection of recyclable materials.

6. “Processing Facility” means a building or enclosed space used for the collection and processing of recyclable materials to prepare either for efficient shipment, or to an end user’s specifications by means such as bailing, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

7. “Processing Facility – Light” means facilities that occupy areas under forty-five thousand square feet of collection, processing and storage area, and average two outbound shipments per day. Light processing facilities are limited to bailing, briquetting, compacting, grinding, crushing, shredding and sorting of source separated recyclable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred; compact, or bale ferrous metals other than food or beverage containers.

8. “Processing Facility – Heavy” means any processing facility other than a light processing facility.

9. “Recycling Facility” means a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor is certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage containers located on a residential, commercial or manufacturing designated parcel used solely for the recycling of material generated on the parcel.

10. “Recycling or Recyclable Material” means reusable domestic containers including, but not limited to metals, glass, plastic and paper which are intended for reuse, remanufacture, or reconstitution for the purpose of using in altered form. Recyclable material does not include reuse of hazardous materials.

11. “Reverse Vending Machine” means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container’s redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary. A bulk reverse vending machine is a reverse vending machine that is larger than fifty square feet, is designed to accept more than one container at a time and will pay by weight instead of by container.

12. “Supermarket” means a full service, self-service retail store of at least twenty thousand square feet which sells a line of dry grocery, canned goods, or non-food items and some perishable items.

17.46.030 Development Standards – Reverse Vending Machines

1. Shall only be installed indoors as an accessory use to a commercial use which is in full compliance with all applicable provisions of this development code and the city of Wasco Municipal Code;

2. Shall be located within thirty feet of the entrance to the commercial store and shall not obstruct pedestrian or vehicular circulation;

3. Shall not occupy more than fifty square feet of floor space per installation, including any protective enclosure, and shall be no more than eight feet in height;

4. Shall be constructed and maintained with durable waterproof and rustproof material;

5. Shall be clearly marked to identify type of material to be deposited, operating instructions, and the identity and phone number of the operator or responsible person to call if the machine is inoperative;

6. Shall be maintained in a clean, sanitary and litter-free condition on a daily basis;

7. Operating hours shall be consistent with the operating hours of the primary use;

8. Shall maintain an adequate on-site refuse container for the disposal of nonhazardous waste.

17.46.040 Development Standards – Small Collection Facilities

1. Small collection facilities located within applicable commercial and industrial land use districts shall be allowed as an accessory use to an existing commercial use which is in full compliance with all applicable provisions of this title and the municipal code;

2. Shall be no larger than five hundred square feet and occupy no more than five parking spaces not including space that will be periodically needed for removal of materials or exchange of containers;

3. Shall comply with the setbacks of the base zoning designation, and shall not obstruct pedestrian or vehicular circulation;

4. Shall accept only glass, metals, plastic containers, papers and reusable items;

5. Shall use no power-driven processing equipment except for reverse vending machines;

6. Shall use containers that are constructed and maintained with durable waterproof and rustproof material, covered when the site is not attended, secured from unauthorized entry or removal of material, and shall be of a capacity sufficient to accommodate materials collected and collection schedule. Cargo containers are not permitted;

7. Shall store all recyclable material in the collection unit and shall not leave the materials outside the unit when the attendant is not present;

8. Shall be maintained in a clean and sanitary manner free of litter and any other undesirable materials, including mobile facilities;

9. Shall not exceed noise levels of sixty-five dba as measured at the property line of adjacent residential land use districts;

10. Attended facilities shall not be located within one hundred feet of any residential land use district;

11. Collection containers, site fencing, and signage shall be of such color and design so as to be compatible with and to harmonize with the surrounding uses and neighborhood;

12. Containers shall be clearly marked to identify the type of material which may be deposited; the facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation and display a notice stating that no material shall be left outside the recycling container enclosure of containers;

13. Signs may be provided as follows:

    a Recycling facilities may have identification signs with a maximum of eight square feet. In the case of a wheeled facility, the side will be measured from the ground to the top of the container;
    b. Signs shall be consistent with the character of their location;
    c. Directional signs consistent with Chapter 17.38 (Sign), bearing no advertising message may be installed with the approval of the planning director if necessary to facilitate traffic circulation or if the facility is not visible from the public right-of-way.

14. The facility shall not impair the landscaping required by Chapter 17.34 of this title for any concurrent use;

15. No additional parking space shall be required for customers of a small collection facility located at the established parking lot of a primary use. One space shall be required for the attendant, if determined necessary by the planning director.

16. Mobile recycling units shall have an area clearly marked to prohibit other vehicular parking during hours when the mobile unit is scheduled to be present;

17. Occupation of parking spaces by the facility and by the attendant shall not reduce available parking spaces below the minimum number required by the primary use unless all of the following conditions exist:

    a. A parking study shows that existing parking capacity is not already fully utilized during the time the recycling facility will be on the site, and
    b. The permit shall be reviewed at the end of eighteen months;

18. Small collection facilities shall not operate between the hours of seven p.m. and seven a.m.;

19. Small collection facilities shall be screened from public right-of-way view and from adjacent residential land use districts, with opaque six-foot fencing or screening, subject to Planning Director review and approval;

20. Small collection facilities shall maintain adequate refuse containers for the disposal of nonhazardous waste;

21. Small recycling facilities shall not be clustered and shall be located at least one-half mile from the nearest similar facility;

22. Conditions of approval for a small recycling facility shall be clearly visible on the site for the public's inspection at all times.

17.46.050 - Development Standards – Large Collection Facilities

1. Large collection facilities located within applicable commercial and industrial land use districts shall be larger than 500 square feet and allowed on a separate parcel not accessory to a primary use. These facilities may also include a permanent structure.

2. The facility shall not abut a parcel designated or planned for residential use;

3. The facility shall be screened from the public right-of-way, within an enclosed structure;

4. Structure setbacks and landscape requirements shall be those provided for in the land use district which the facility is located;

5. All exterior storage of material shall be in sturdy containers which are covered, secured, and maintained in good condition. Outdoor storage shall be screened by a six-foot, solid decorative masonry wall. No storage, excluding truck trailers shall be visible above the height of the wall. No outdoor storage shall be permitted in the land use districts which do not permit outdoor storage;

6. The site shall be maintained clean, sanitary and free of litter and any other undesirable materials, and shall be cleaned of loose debris on a daily basis;

7. Space shall be provided on site for six vehicles to circulate and to deposit recyclable materials;

8. Parking shall be provided in accordance with Chapter 17.36 plus one parking space for each commercial vehicle operated by the recycling facility shall be provided for on-site;

9. Noise levels shall not exceed sixty-five dba as measured at the property boundary or any area planned for residential use. It shall not be in operation between the hours of seven p.m. and seven a.m.;

10. Any containers provided for after-hours donation of recyclable materials shall be at least fifty feet from any residential land use district, permanently located, of sturdy rustproof construction, and shall have sufficient capacity to accommodate materials collected and be secure from unauthorized entry or removal of materials;

11. Donation areas shall be kept litter free and of the undesirable material and the containers will be clearly marked to identify type of material that may be deposited. The facility shall display a notice stating that no material shall be left outside the recycling containers;

12. The facility shall be clearly marked to identify the name and telephone number of the facility operator and the hours of operation; identification and informal signs shall meet the standards of the land use district; and directional signs bearing no advertising message may be installed with the approval of the planning director, if necessary to facilitate traffic circulation;

13. Adequate refuse containers for the disposal of nonhazardous waste shall be maintained on the site;

14. Conditions of approval for a large recycling facility shall be clearly visible on the site for the public's inspection at all times.

17.46.060 Development Standards – Processing Facilities

Light processing facilities and large processors shall comply with the following standards:

1. Large processing facilities shall be subject to a conditional use permit and shall be located no closer than two miles from the nearest similar facility;

2. The facility shall not abut a residentially designated parcel;

3. In the I-L zone, the facility shall operate in a completely enclosed structure;

4. Power-driven processing shall be permitted provided all noise level requirements are met. Light processing facilities are limited to bailing, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and the repairing of reusable materials;

5. A light processing facility shall be no larger than forty-five thousand square feet and shall have no more than an average of two outbound truck shipments of material per day and shall not shred, compact or bale ferrous metals other than food and beverage containers;

6. Structure setbacks and landscaping requirements shall be those provided for in the land use district in which the facility is located;

7. All exterior storage of material shall be in sturdy containers which are covered, secured, and maintained in good condition. Storage containers for flammable materials (allowed only in the I-H zone) shall be constructed of nonflammable material. No storage, excluding truck trailers shall be visible above the height of the wall. No outdoor storage shall be permitted in the land use districts which do not permit outdoor storage;

8. The site shall be maintained clean, sanitary and free of litter and any other undesirable material(s). Loose debris shall be collected on a daily basis and the site shall be secured from unauthorized entry and removal of materials when attendants are not present;

9. Space shall be provided on-site for the anticipated peak load of customers to circulate, park, and deposit recyclable materials. If the facility is open to the public, a parking area shall be provided for a minimum of eight customers at any one time;

10. Parking shall be provided in accordance with Chapter 17.36;

11. Noise levels shall not exceed sixty-five dba as measured at the property boundary or any area planned for residential land use districts;

12. If the facility is located within five hundred feet of property designated or planned for residential use, it shall not be in operation between seven p.m. and seven a.m. The facility shall be administered by on-site personnel during the hours the facility is open;

13. Any containers provided for after-hours donation of recyclable materials shall be at least one hundred feet from any residential land use district permanently located, of sturdy rustproof construction, and shall have sufficient capacity to accommodate materials collected and be secure from unauthorized entry or removal of materials;

14. Donation areas shall be kept free of litter and any other undesirable material. The containers shall be clearly marked to identify the type of material that may be deposited. The facility shall display a notice stating that no material shall be left outside the recycling containers;

15. Conditions of approval for light processing facilities and large processors shall be clearly visible on the site for the public's inspection at all times;

16. Signs shall be installed pursuant to Chapter 17.38 (Signs). Additionally, the facility shall be clearly marked with the name and phone number of the facility operator and the hours of operation;

17. No dust, fumes, smoke, vibration, odor, or glare above ambient level shall be detectable from adjacent residentially designated parcels;

18. The facility shall maintain adequate on-site refuse containers for the disposal of nonhazardous waste.

Chapter 17.47 – Traffic Impact Studies

Sections

17.47.010 Purpose and Application.
17.47.020 Definitions.
17.47.030 Thresholds.
17.47.040 Process.
17.47.050 General requirements.

17.47.010 Purpose and Application

This section establishes requirements and procedures pertaining to traffic impact analysis. These requirements are intended to inform the applicant of the city's expectations, expedites the staff's review process, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.

Traffic impact studies may be required for all development including residential, commercial and industrial, rezonings, tentative maps and site plans. The Planning Director and Public Works Director will determine the need to prepare project-specific traffic impact studies. All transportation impact studies shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply.

17.47.020 Definitions

1. "Base volumes" shall be based on current traffic counts adjusted to the expected date of final occupancy. In all cases when ground counts are needed and not available, the developer or his agent shall be required to collect such data.

2. "Design year" means the design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based.

3. "Horizon year" unless otherwise specified or approved by the director of transportation, the horizon year shall be twenty years into the future from the year during which a traffic impact study is being prepared.

4. "Internal trips" means trips that are made within a multi-use or mixed-use development, by vehicle or by an alternate mode, such as walking.

5. "Levels of service (LOS)" is a measurement of the level of congestion experienced on roadways. The desirable LOS of the city of Wasco is level-of-

service C in the peak hour. LOS shall be measured for both link and intersection operations. Level of service is typically summarized by letter grades described as follows:

a. Level "A" is a condition with low traffic volumes, high speeds and free-flow conditions.

b. Level "B" is a condition with light traffic volumes, minor speed restrictions and stable flow.

c. Level "C" is a condition with moderate traffic volumes, where speed and maneuvering are restricted to a limited degree by the amount of traffic.

d. Level "D" is a condition with heavy traffic operating at tolerable speeds, although temporary slowdowns in flow may occur.

e. Level "E" is a condition of very heavy flow and relatively low speeds. Under Level "E" the traffic is unstable and short stoppage may occur.

f. Level "F" is a condition of extremely heavy flow, with frequent stoppage and very slow speeds. It is an unstable traffic condition under which traffic often comes to a complete halt.

6. "New trips" means total vehicle trips, minus pass-by trips, minus internal trips, if applicable.

7. "Pass-by trips" means vehicle trips which are made by traffic already using the adjacent roadway and entering the site as an intermediate stop on the way to another destination.

8. "Peak hour" means seven a.m. to eight a.m., or eight a.m. to nine a.m. or the highest four fifteen-minute increments within such time period for the a.m. peak hour; four p.m. to five p.m., five p.m. to six p.m. or the highest four fifteen-minute increments within such a time period for the p.m. peak hour.

9. "Peak hour trip" means the number of directional trips occurring within the peak hour.

10. "Qualified professional" means for purposes of conducting traffic impact studies as may be required by this chapter, a qualified professional shall mean a registered professional engineer with experience in traffic engineering. For purposes of conducting peak hour trip generation studies, a qualified professional shall mean a registered professional engineer with experience in traffic engineering, or another professional approved by the director of transportation based on education and experience to conduct such trip generation studies.

11. "Traffic impact study" means an analysis and assessment, conducted by a qualified professional, that assesses the effects that a discretionary development proposal's traffic will have on the transportation network in a community or portion thereof. Traffic impact studies vary in their range of detail and complexity depending on the type, size and location of the proposed development.

12. "Transportation improvement program/capital improvement program" means three to five-year schedule and funding program for all approved and committed transportation improvements.

13. "Trip generation" means an estimate of the number of vehicle trips that will be generated due to the new development, which is calculated based on the type and amount of land uses in the proposed development and professionally accepted trip generation rates for each such land use. Trip generation may be expressed on an average daily basis or average peak hour (a.m., p.m. or both).

14. "Trip generation rates" means the city's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the ITE Trip Generation Manual unless the proposed use does not have a corresponding rate in the manual. Alternative trip generation rates shall be accepted by planning staff before the traffic study is done.

17.47.030 Thresholds

All discretionary projects, as determined by the planning director and public works director, will be required to submit a traffic impact study (TIS) to the planning staff along with their application if their project is deemed to meet the following thresholds or conditions, except where the planning director and public works director may, upon review of the project, determine that a traffic impact study (TIS) is not necessary even though the project may meet one or some of the thresholds or criteria listed below.

1. The peak hour trip generation rate will exceed one hundred peak hour trips per day (see Table 4.2);

2. The California Department of Transportation in consultation with the city of Wasco determines the need of a traffic impact study (TIS) for project fronting a state highway;

3. In close proximity to a school which might be significantly impacted by increased traffic from the development;

4. Or any other project deemed by the city staff to be a safety and general welfare issue;

5. Projects are cumulative.

TABLE 4.2

PEAK HOUR TRIP GENERATION

Land Use Type	Peak Hour Traffic Generation 10% of Daily Trips	Number of Units (DU, FAR, etc.)**
Single-family residential	100	150
Townhouses	100	295
Apartments	100	245
Condominiums	100	295
Mobilehome park	100	305
Shopping center	100	15,500 sq. ft.
Fast food restaurant*	100	5,200 sq. ft. FAR
Convenience store with gas pumps	100	1,300 sq. ft. or 5 pumps
Bank with drive in	100	4,400 sq. ft.
Hotel/motel	100	250 rooms
General office	100	55,000 sq. ft.
Medical/dental office	100	37,000 sq. ft.
Research and development	100	85,000 sq. ft. or 4.5 acres
Light industrial	100	115,000 sq. ft. or 8 acres
Manufacturing	100	250,000 sq. ft.

* Use midday peak period in calculations
** DU = Dwelling unit
FAR = Floor area ratio

17.47.040 Process

1. An applicant should arrange a preliminary conference or meeting with the planning staff. Subjects to be discussed include:

   a. Scope of the study;
   b. Data collection;
   c. Trip generation, distribution and assignment assumptions;
   d. Current or planned transportation improvements;
   e. Critical points for the traffic;
   f. Other approved or proposed developments nearby which should be considered in the study;

g. Peak periods to be addressed in the study;
h. The use of the most current Highway Capacity Software (HCS); and
i. Any special considerations agreed upon to make the study more informative or appropriate.

2. Upon the conclusion of the meeting and prior to conducting the study the applicant shall submit a letter to the planning staff to confirm the issues covered in the meeting.

3. Once the traffic study is completed it should be submitted along with other materials to be reviewed. The traffic study will be included as part of the packet sent out for public review under CEQA, as determined by the City.

17.47.050 General Requirements

1. All traffic impact studies will adhere to the most recent adopted Guidelines for Traffic Impact Studies as published by California Department of Transportation.

2. The latest edition of the ITE Trip Generation Manual will be used for all trip generation rates.

3. As a minimum the traffic impact study (TIS) shall include:

   a. Executive Summary
   b. Table of Contents
   c. List of Figures (Maps)
   d. List of Tables
   e. Introduction
      i. Description of the proposed project
      ii. Location of the project
      iii. Site Plan including all access to State Highways (site plan, map).
      iv. Circulation network including all access to State Highways (vicinity map)
      v. Land use and zoning.
      vi. Phasing plan including proposed dates of project (phase) completion.
      vii. Project sponsor and contact person(s).
      viii. Reference to other traffic impact studies.
   f. Traffic Analysis
      i. Clearly stated assumptions.
      ii. Existing and projected traffic volumes (including turning movements) facility geometry, (including storage lengths) and traffic controls (including signal phasing and multi-signal progression where appropriate), existing and planned travel lanes, lane widths, rights-of-way and pavement condition
      iii. Project trip generation including references, distribution and assignment.

iv. Project generated trip distribution and assignment
v. LOS and warrant analyses-existing conditions, cumulative conditions, and full build-out of general plan conditions with and without the project.

g. Conclusions and Recommendations
i. LOS and appropriate MOE quantities of impacted facilities with and without mitigation measures.
ii. Mitigation phasing plan including dates of proposed mitigation measures.
iii. Define responsibilities for implementing mitigation measures.
iv. Cost estimates for mitigation measures and financing plan.

h. Appendices
i. Description of traffic data and how data was collected.
ii. Description of methodologies and assumptions used in the analysis
iii. Worksheets used in the analysis (i.e. signal warrant, LOS, traffic count information, etc.).

Chapter 17.48 – Williamson Act Regulations

Sections

17.48.010 Purpose.
17.48.020 Williamson Act contracts management.
17.48.030 Filing of map.
17.48.040 Uses permitted after annexation and in transition to urbanization.
17.48.050 Mineral extraction.
17.48.060 Notice of non-renewal--Renewal--Recording requirements.
17.48.070 Cancellation.
17.48.080 Annexation of Williamson Act land.

17.48.010 Purpose

The purpose of this chapter is to prescribe regulations for the continuation, non-renewal, or cancellation of Williamson Act contracts within the boundaries of the city of Wasco or proposed for annexation to the boundaries of the city of Wasco.

17.48.020 Williamson Act Contracts Management

The intent of this section is to provide a method for the management and disestablishment of existing Williamson Act contracts in agricultural preserves within Kern County, which are proposed for annexation to the city boundaries or are currently within the city boundaries, as provided in the Williamson Act as set forth in the California Government Code. It is the intent of the city to file non-renewal notices for Williamson Act contracts which are in force at the time the property is included in the city limits. No new Williamson Act contracts will be initiated on property within the city limits and the city will request Kern County not to create new agricultural preserves within its sphere of influence. The city, after acquiring land under Williamson Act contracts by annexation, shall have all the rights and responsibilities specified in Government Code Section 51235.

17.48.030 Filing of Map

On or before September 1st of each year, the city shall file with the director of conservation a map of the city and designate thereon all Williamson Act contract land in existence at the end of the preceding fiscal year.

17.48.040 Uses Permitted After Annexation and in Transition to Urbanization

Uses permitted under this section shall be consistent with the principles of compatibility set forth in Government Code Section 51238.1(a)(b)(c), and the following uses:

1. Agricultural Uses.

    a. Agricultural and horticultural uses, including, but not limited to greenhouse, orchard, the growing of tree, vine, berry and bush crops, vegetables, flowers and other plants;

    b. Harvesting, curing, processing, packaging, and storage incidental to such agricultural uses, shipping agricultural products produced upon the premises, or where such activity is carried on in conjunction with or as a part of an agricultural use in the immediate vicinity;

    c. Farms for the keeping or raising of animals, excluding poultry farms, rabbit or other small animal farms, fish or frog farms, dairies, hog farms, feedlots, and slaughterhouses unless otherwise specifically permitted in the zoning district which is combined or if they exist on the day the property annexes. Any new poultry farms, rabbit or other small animal farms, fish or frog farms, dairies, hog farms, feedlots, and slaughterhouses and kennels proposed prior to or subsequent to annexation are specifically prohibited.

2. Compatible Uses.

    a. Farm dwellings, mobilehomes, and other residential uses occupied by owner/operator or help employed on the premises, including accessory buildings and farm buildings to the farming operation on the premises;

    b. Any use required to be permitted by any amendment to the California Land Conservation Act of 1965 which may be hereafter adopted, except as noted in subsection (1)(c) above.

17.48.050 Mineral Extraction

Conditions imposed on mineral extraction, including but not limited to oil and gas drilling and production as a compatible use of contracted land shall include compliance with the reclamation standards adopted by the Mining and Geology Board pursuant to Section 2773 of the Public Resources Code, including the applicable performance standards for prime agricultural land and other agricultural land, and no exceptions to these standards may be permitted.

17.48.060 Notice of Nonrenewal – Renewal & Recording Requirements

If either the landowner or the city desires in any year not to renew the contract, that party shall serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least ninety days prior to the renewal date or by the city at least sixty days prior to the renewal date, the contract shall be considered renewed as provided in Government Code Section 51244 or 51244.5. All non-

renewal notices will be processed in accordance with procedures prescribed in Government Code Section 51245.

17.48.070 Cancellation

The landowner may petition the city council for cancellation of any contract as to all or any part of the subject land. The city council may grant tentative approval for cancellation of a contract only if the findings specified in Government Code, Article 5, Section 51282, and where applicable, in Section 21081 of the Public Resources Code can be found. Any consideration of a cancellation and procedures thereof; will conform to the provisions of Government Code, Article 5, Sections 51281.1 through 51286.

17.48.080 Annexation of Williamson Act Land

The city of Wasco general plan, as amended, allows for the annexation of parcels of land under Williamson Act contract.

DIVISION 5

Planning Permit Procedures

Chapter 17.50 – City Required Planning Permits and Approvals

17.50.010 – Purpose
17.50.020 - Discretionary Permits and Actions
17.50.030 - Planning Permit Review Authority
17.50.040 – Indemnification
17.50.050 – Initial Application Completeness Review
17.50.060 – Environmental Review

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17.52.020 – Conditional Use Permits
17.52.030 – Determination of Similar Use
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17.52.130 – Time Limits on Challenges
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Chapter 17.50 – City Required Planning Permits and Approvals

Sections

17.50.010 – Purpose
17.50.020 - Discretionary Permits and Actions
17.50.030 - Planning Permit Review Authority
17.50.040 – Indemnification
17.50.050 – Initial Application Completeness Review
17.50.060 – Environmental Review

17.50.010 Purpose

This Section identifies and describes the discretionary permits and approvals required by this Zoning Code.

17.50.020 Discretionary Permits and Actions

1. Administrative Permits and Actions: Except when combined with legislative actions or other non-administrative actions defined in this Section, the Planning Director or his designee is the designated Review Authority for the permits and actions listed below.

   The Planning Director may grant an exception to any of the standards pertaining to an application under his review where a documented hardship not involving economics exists, or where there are unusual circumstances pertaining to the property, and where the proposed exception would not be detrimental to public health and safety in the neighborhood where the property is located. In addition, the Director, at the Director's sole discretion, may elevate the level of review to a higher Review Authority.

   a. Administrative Zone Regulation Modifications: An administrative action granting exception to certain specified zone development standards in cases where strict compliance would result in a hardship as specified in Section 17.52.100.

   b. Density Bonus: An administrative action intended to implement the Housing Element of the General Plan and the requirements of Government Code Sections 65915 through 65918, offering incentives for the development of affordable housing for low and moderate income and senior citizen households, as specified in Section 17.32.

   c. Determination of Similar Use: An administrative action determining that a proposed use that is not listed in the zoning ordinance is "similar" in

character to one or more of the principal uses permitted in a zoning classification, as specified in Section 17.52.030.

d. Home Occupation Permit: An administrative permit authorizing the operation of a specified home based occupation in a particular location, as specified in Section 17.40.130.

e. Reasonable Accommodation: An administrative action authorizing limited modifications to property regulations to accommodate a person with specified disabilities and physical limitations, as specified in Section 17.52.050.

f. Sign Permit: An administrative permit authorizing a variety of permanent and temporary advertising signs with specific provisions and conditions, as specified in Section 17.38.

g. Site Plan & Design Review: An administrative review and permit process providing for review of projects for compliance with site development regulations and/or architectural design guidelines adopted by the City, as specified in Section 17.52.060.

3. Temporary Use Permit: An administrative permit authorizing specific limited term uses in compliance with specified conditions, as detailed in Section 17.40.280.

4. Quasi-Judicial Permits and Actions: Except when combined with legislative actions, the Planning Commission is the designated Review Authority for the following quasi-judicial permits and actions. A public hearing is required for these actions.

5. Conditional Use Permits: A permit authorizing the operation of a specific use of land or structure in a particular location in compliance with specific conditions, as specified in Section 17.52.020.

6. Precise Development Plan: A plan approval authorizing the development of land that may not conform with all zone-driven standards in order to provide superior project design, while complying with the goals and policies of the General Plan for a particular area, as specified in Section 17.24.050 (D).

7. Tentative Tract & Parcel Maps: A plan approval authorizing the division of land for a particular area in compliance with specific conditions, as specified in the City's Subdivision Ordinance (MC Title 16, Subdivisions).

8. Variances: An action granting exception to the development standards of this Code in cases where strict compliance would result in a unique hardship for the specific property development.

9. Legislative Actions: The designated Review Authority for all legislative actions is the City Council. A public hearing is required for the following legislative actions:

10. Development Agreements: An agreement between the City and a party with legal or equitable interest in the real property subject to the agreement, relating to the development of the property.

11. General Plan Amendments: An action authorizing a text amendment to the General Plan or a map amendment to the General Plan element maps.

12. Specific Plans: A policy and regulatory document for a particular area which provides for a tailored implementation of the General Plan, as specified in Section 17.52.070.

13. Zone Change: An action authorizing a zoning map amendment changing the zoning designation of a particular property, as specified in Section 17.76.

14. Zoning Code Text Amendment: An action authorizing a text amendment to any portion of the zoning code including text, tables, and diagrams, as specified in Section 17.76.

17.50.030 Planning Permit Review Authority

Table 5-1 identifies the Review Authority responsible for reviewing and making decisions on the various permits and approval actions required by this Zoning Code.

17.50.040 Indemnification

1. Indemnification Requirements for Land Use Approvals**.**

At the time of submitting an application for a land use approval and as a condition of approval, an applicant requesting a land use approval as herein defined shall agree as a part of the application to defend, indemnify, and hold harmless the city and its agents, officers, council members, commissioners, attorneys, and employees from any claim, action or proceeding brought against the city or its agents, officers, council members, commissioners, or employees to attack, set aside, void or annul a land use approval of the city. The foregoing shall include, without limitation, payment of all damages awarded against the city, if any, costs of suit, attorney's fees, and other costs and expenses incurred in connection with such action or proceeding.

2. Notification of Claim.

In the event that a claim, action or proceeding referenced in Subsection 1 above is brought, the city shall promptly notify the applicant of the existence of the claim, action or proceeding and will cooperate fully in the defense of such claim, action or

proceeding. Nothing set forth in this section shall prohibit the city from participating in the defense of any claim, action or proceeding if the city elects to bear its own attorney's fees and costs.

TABLE 5-1 PLANNING PERMIT REVIEW AUTHORITY[1]				
Type of Permit or Action	**Code Section**	**Planning Director**	**Planning Commission**	**City Council**
Administrative				
Administrative Modification	**17.52.100**	**Decision**	**Appeal**	
Density Bonus	**17.32**	**Decision**	**Appeal**	
Determination of Similar Use	**17.52.030**	**Decision**	**Appeal**	
Home Occupation Permit	**17.40.120**	**Decision**	**Appeal**	
Landscape Plan Review	**17.34**	**Decision**	**Appeal**	
Lot Line Adjustment	**Title 16**	**Decision**	**Appeal**	
Reasonable Accommodation	**17.40.180**	**Decision**	**Appeal**	
Sign Permit	**17.38**	**Decision**	**Appeal**	
Site Plan & Design Review	**17.52.060**	**Decision**	**Appeal**	
Temporary Use Permit	**17.40.270**	**Decision**	**Appeal**	
Quasi-Judicial				
Conditional Use Permit	**17.52.020**	**Recommend**	**Decision**	**Appeal**
Parcel Map Waiver	**Title 16**	**Recommend**	**Decision**	**Appeal**
Precise Development Plan	**17.52.040**	**Recommend**	**Decision**	**Appeal**
Tentative Parcel Map	**Title 16**	**Recommend**	**Decision**	**Appeal**
Tentative Tract Maps	**Title 16**	**Recommend**	**Decision**	**Appeal**
Variance	**17.52.090**	**Recommend**	**Decision**	**Appeal**
Legislative Actions				
Development Agreements			**Recommend**	**Decision**
General Plan Amendments	**Per State Law**		**Recommend**	**Decision**
Specific Plans	**17.52.070**		**Recommend**	**Decision**
Zone Change	**17.76**		**Recommend**	**Decision**
Zoning Code Text Amendments	**17.76**		**Recommend**	**Decision**

Note:

[1] ***Decision*** means that the reviewing authority makes the final decision on the matter. ***Recommend*** means that the reviewing authority makes a recommendation on action to a higher decision-making body. ***Appeal*** means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body.

3. Definitions.

As used herein, "land use approval" shall refer to decisions of the city approving requests of applicants for planning permits including but not limited to general plan

amendments, annexations, zone changes, zoning ordinance text amendments, tentative maps, vesting tentative maps, tentative parcel maps, reversions to acreage, final maps, final map modifications or amendments, time extensions, parcel map waivers, lot line adjustments, boundary line adjustments, Williamson Act contract actions, certificates of compliance, conditional certificates of compliance, development agreements, conditional use permits, conditional use permit modifications, conditional use permit extensions, variances, variance modifications, precise development plans, specific plans, sign permits, site plans, temporary use permits, any administrative or discretionary permit pertaining to a land use approval or any accompanying California Environmental Quality Act determinations pertaining to the type of approval referred to in this section, and any other similar approval.

17.50.050 Initial Application Completeness Review

The Planning Director shall review each application for completeness pursuant to the Permit Streamlining Act (Government Code 65920) before it is accepted as being complete and officially filed. The Director's determination of completeness shall be based on the City's list of required application contents and any additional information deemed necessary during the initial application review period.

1. Notification of Applicant: Within 30 days following application filing the applicant shall be informed in writing that either the application is complete and has been accepted for processing, or that the application is incomplete and that additional information specified in the Director's letter shall be provided.

   Upon receipt of any resubmittal information following a notice of incomplete application, a new 30 day period shall begin during which the Director shall determine the completeness of the application.

2. Time for Submittal of Additional Information: When an application is incomplete, the time used by the applicant to resubmit the required additional information shall not be considered part of the time within which the determination of completeness shall occur. The time available to an applicant for submittal of additional information is limited by the following Subparagraph 3.

3. Expiration of Application: If an applicant fails to provide the additional information specified in the Director's "incomplete" letter within 90 days following the date of the letter, the application shall expire and be deemed withdrawn without any further action by the City, unless an extension is approved by the Director for good cause shown.

   After the expiration of an application, future City consideration shall require the submittal of a new complete application and associated filing fees.

4. Environmental Information: After an application has been accepted as complete the Director may require the applicant to submit additional information needed

for environmental review of the project in compliance with the California Environmental Quality Act (CEQA) and the City's CEQA guidelines.

17.50.060 Environmental Review

1. CEQA Review: After acceptance of a complete application the project shall be reviewed in compliance with the California Environmental Quality Act to determine whether:

    a. The proposed project is exempt from the requirements of CEQA;

    b. The proposed project is not a "project" as defined by CEQA;

    c. A Negative Declaration may be issued;

    d. A Mitigated Negative Declaration may be issued; or

    e. An Environmental Impact Report (EIR) and related documents shall be required.

2. Compliance with CEQA: These determinations and the preparation of appropriate environmental documents shall be prepared in compliance with CEQA and the City's CEQA guidelines.

3. Special Studies: One or more special studies may be required to complete the City's CEQA compliance review. These studies shall be paid for by the applicant and shall become public documents, and neither the applicant nor any consultant who prepared the studies shall assert any rights to prevent or limit the documents' availability to the public.

Chapter 17.52 – Permit Review Procedures & Limitations

Sections

17.52.010 - Purpose
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17.52.080 – Temporary Use Permits
17.52.090 – Variances
17.52.100 – Zone Regulation Administrative Modification
17.52.110 – Permit Revocation and Modification
17.52.120 – Permits to Run with the Land
17.52.130 – Performance Guarantees
17.52.140 – Time Limits and Extensions
17.52.150 – Time Limits on Challenges

17.52.010 Purpose

This Section provides procedures and requirements for the preparation, filing, and initial processing of land use permit applications authorized by various sections of this Zoning Code.

17.52.020 Conditional Use Permits

1. Purpose and Applicability

The purpose of this Section is to establish procedures and general standards for the review and approval of conditional use permits authorized by various sections of this Code. Whenever a use is listed in any section of this Code as a use permitted subject to securing a conditional use permit, it shall be approved only if it is consistent with the general plan and meets all requirements of this Code and subject to any conditions deemed appropriate by the decision-making authority.

Conditional use permits are unique and their effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location. At the time of application, a review of the location, design, configuration, and potential impact of the proposed use shall be conducted by comparing the use of the established development standards and design guidelines. This review shall determine whether the proposed use should be permitted by weighing the public need for and the benefit to be derived from the use against the impact which it may cause.

2. Application Submittal

An application for a conditional use permit shall include:

a. All items and information determined by the Director to be necessary for reviewing and making a determination on the application; and
b. Application processing fees as adopted by resolution of the city council.

3. Review and Approval Procedures

a. Each application shall be reviewed by the Planning Director to ensure that the proposal complies with requirements of this Section. Upon being deemed complete the application shall be scheduled for a hearing before the Planning Commission.

b. The Planning Commission shall conduct a public hearing on an application for a Conditional Use Permit before making a decision on the application. Notice of the hearing shall be provided in compliance with Chapter 17.74.

c. The Commission's decision is appealable to the City Council in compliance with Chapter 17.72.

4. Findings and Decision

Following a hearing, the commission shall record the decision in a resolution and shall incorporate therein the findings upon which the decision is based. The commission may approve and/or modify a conditional use permit application in whole or in part, with or without conditions, only if all of the following findings are made:

a. The proposed use is conditionally permitted within, and would not impair the integrity and character of the subject land use district and complies with all of the applicable provisions of this zoning ordinance;

b. The proposed use is consistent with the goals and policies in the general plan;

c. The approval of the conditional use permit for the proposed use is in compliance with the requirements of the California Environmental Act (CEQA), this chapter, and other applicable codes and ordinances;

d. There will be no potentially significant negative impacts upon environmental quality and natural resources that could not be properly mitigated and monitored;

e. The location, size, design, and operating characteristics of the proposed use are compatible with the existing and future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the city;

f. The subject site is physically suitable for the type and density/intensity of the use being proposed;

g. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety; and

h. The proposed use meets the minimum requirements of this chapter applicable to the use and complies with all other applicable laws, ordinances, and regulations of the city of Wasco and the state of California.

5. Terms and Conditions

a. Any conditional use permit may include such terms and conditions as deemed appropriate or necessary by the decision making authority to make the findings specified in this section.

b. Within two years of conditional use permit approval, commencement of construction shall have occurred or the conditional use permit shall become null and void unless an extension is requested and approved per Section 17.52.140. In addition, if after commencement of construction, work is discontinued for a period of one year, then the conditional use permit shall become null and void unless extended per Section 17.52.140. Projects may be built in phases if preapproved by the review authority. If a project is built in preapproved phases, each subsequent phase shall have a timeline as determined reasonable by the planning commission.

c. All conditions of approval shall be final, and a request to delete or modify a condition to make it less restrictive shall only be considered at a properly noticed public hearing, unless the conditions are appealed pursuant to Chapter 17.72.

d. The Commission may, upon a request being filed prior to permit expiration and for good cause, grant a time extension in accordance with Section 17.52.140. Upon granting of an extension, the commission shall ensure that the conditional use permit complies with all current development code provisions.

6. Permit Revocation and Modification

The commission may hold a hearing to revoke or modify a conditional use permit granted pursuant to the provisions of Section 17.52.110. Ten days prior to the hearing, notice shall be delivered in writing to the applicant and/or owner of the property for which such conditional use permit was granted. Notice shall be deemed delivered two days after being mailed, first class postage paid, to the owner as shown on the current tax rolls of the county of Kern, and/or the project applicant.

a. A conditional use permit may be revoked or modified by the commission if any one of the following findings can be made:

    i. That circumstances have changed so that one or more of the findings contained in Sub-section 17.52.020.4 (Findings) can no longer be made;

    ii. That the conditional use permit was obtained by misrepresentation or fraud;

    iii. That the use for which the conditional use permit was granted has ceased or was suspended for six or more consecutive calendar months;

    iv. That one or more of the conditions of the conditional use permit have not been met;

    v. That the use is in violation of any statute, ordinance, law or regulation; and

    vi. That the use permitted by the conditional use permit is detrimental to the public health, safety or welfare and/or constitutes a public nuisance.

7. Conditional Use Permit to Run with the Land

    a. A conditional use permit granted pursuant to the provisions of this chapter shall continue to be valid upon change of ownership of the site, the business, the service, use, or structure which was the subject of the permit application.

    b. However, at the Commission's discretion this provision may be altered through Planning Commission action to adopt a condition stating the Permit is "non-transferable".

8. Performance Guarantee

A developer may be conditioned to provide performance security for the faithful performance of any or all conditions of approval, in accordance with Section 17.52.130.

17.52.030 Determination of Similar Use

1. Purpose

When a property owner or applicant, proposes or contemplates a use of property not expressly authorized as a permitted use or as a conditional use by the regulations of the applicable zoning district or districts, he/she may request a determination of similar use in accordance with the procedures set out in this section.

2. Request for Determination.

A request for determination of similar use shall be in writing and shall include the following:

a. Name of requesting entity;

b. Description of the proposed or contemplated use;

c. Identification of the zoning district or districts in which the use is proposed or contemplated;

d. Explanation of why the property owner, applicant, or potential applicant feels the proposed or contemplated use meets the criteria in subsection 6 of this section for determination of similar use.

3. Time of Determination Request.

A request for determination of similar use may be submitted in conjunction with an application for a ministerial or discretionary permit described in this chapter or at any other time as may be convenient to the applicant.

4. Determination of Similar Use by the Planning Director.

Where a request for determination of similar use is submitted, the planning director shall make the determination of similar use. In making this determination, the Director shall first make all of the following findings:

a. The characteristics of, and activities associated with, the use are similar in nature to those of one or more of the uses listed in the applicable zoning district as allowable, and will not involve a greater level of activity, population density, intensity, traffic generation, parking, dust, odor, noise,

emissions, or similar impacts than the uses listed as permitted in the zone; and

b. The use will meet the purpose/intent of the zone that is applied to the location of the use; and

c. The use will be consistent with the goals, objectives, and policies of the General Plan and/or any applicable Specific Plan or Planned Development Permit.

5. Appeal.

The determination of similar use by the planning director shall be subject to appeal to the planning commission:

a. The requesting entity for the determination may appeal the decision of the planning director on the request for determination of similar use by filing a written notice of appeal with the planning director within ten days of the Director's written determination.

b. The planning commission may affirm or modify the determination of similar use by the planning director.

6. Applicable Standards and Permit Requirements.

When the Director determines that an unlisted land use is similar to a listed use in a zone, the unlisted use will be treated in the same manner as the listed use in determining where the use is allowed, what permits are required, and what other standards and requirements of the Zoning Code apply.

17.52.040 Precise Development Permit

See Section 17.24.050 (D)

17.52.050 Reasonable Accommodation

1. Purpose

It is the policy of the city of Wasco, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereinafter Acts), to provide individuals with disabilities reasonable accommodation to rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This Section establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures to comply

fully with the intent and purpose of fair housing laws. This Section is intended to apply to those persons who are defined as disabled under the Acts.

2. Findings

The city council finds and determines that:

a. The federal Fair Housing Amendment Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing.

b. The Wasco housing element identifies and sets forth a plan for removing governmental constraints to housing for individuals with disabilities by providing reasonable accommodation.

c. A fair housing reasonable accommodation procedure for individuals with disabilities and developers of housing for individuals with disabilities to seek relief in the application of land use, zoning and building regulations, policies, practices and procedures furthers compliance with federal and state fair housing laws and provides greater opportunities for the development of critically needed housing for individuals with disabilities.

d. This Section is consistent with the Wasco housing element and its objectives, goals, policies and implementation programs

3. Applicability

A request for reasonable accommodation may be made by any person with a disability, the person's representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice is perceived to act as a barrier to fair housing opportunities.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of his or her choice.

4. Application Requirements

Request for reasonable accommodation shall be submitted on an application form provided by the planning division or in the form of a letter to the planning division and shall contain the following information:

a. Information to Support Request.

   i. The applicant's name, address and telephone number.
   ii. Address of the property for which the request is being made.
   iii. The current use of the property.
   iv. The basis for the claim that the individual is considered disabled under the Acts.
   v. The code provision, regulation or policy from which reasonable accommodation is being requested.
   vi. What specific accommodation is requested and why the accommodation is necessary to make the specific property accessible to the individual.

If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval (including but not limited to: conditional use permit, design review, general plan amendment, zone change, annexation, etc.), then the applicant shall file the information required above for reasonable accommodation together for concurrent review with the application for discretionary approval.

5. Review Authority

   a. Planning Director. If no approval is sought other than the request for reasonable accommodation, the request shall be reviewed by the planning director, or designee.

   b. Other Reviewing Authority. If a request is submitted for concurrent review with another discretionary land use application, it shall be determined by the authority making the final discretionary land use decision.

6. Review Procedures and Findings

   a. Planning Director. The planning director shall make a written determination on the request within thirty days and either grant, grant with modifications or deny a request for reasonable accommodation.

   b. Other Reviewing Authority. The determination on whether to grant, grant with modifications or deny a request for reasonable accommodation made by the authority responsible for reviewing the discretionary land use application shall be made at the time of the discretionary land use decision. The determination shall then be provided in writing to the applicant.

   c. Findings. The written decision to grant, grant with conditions or deny a request for reasonable accommodation shall be based on consideration of the following factors:

i. Whether the housing, which is the subject of the request, will be used by a disabled individual.
ii. Whether the accommodation requested is necessary to make specific housing available to a disabled individual.
iii. Whether the requested accommodation would impose an undue financial or administrative burden on the city, in which instance it would not be deemed to be reasonable.
iv. Whether the requested accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning, in which instance it would not be deemed to be reasonable.
v. Potential impact on surrounding uses.
vi. Physical attributes of the property and structures.
vii. Alternative accommodations which may provide an equivalent level of benefit.

d. Conditions of Approval. In granting a request for reasonable accommodation the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the accommodation complies with the findings.

7. Appeal of Determination

A determination by the reviewing authority to grant, grant with modifications or deny a request for reasonable accommodation may be appealed, pursuant to Chapter 17.72.

17.52.060 Site Plan and Design Review

1. Purpose

The purpose of site plan and design review is to provide a process for the appropriate review of development projects to ensure that the design of proposed development and new land uses are consistent with the City's adopted ordinances and plans and to assist in maintaining and enhancing the City's small-town character.

2. Applicability

Site Plan and Design Review shall be required for each project requiring approval of a building permit and/or a planning permit that involves construction, exterior alteration of a building, site or landscaping design, or other similar action affecting the functional or aesthetic qualities of land or structures.

Building or grading permits, business licenses or certificates of occupancy shall not be issued until the requirements of this Section are met.

3. Application Filing and Processing

An application for Site Plan and Design Review shall include all items determined by the Director to be necessary for making a determination on the application. A pre-application discussion with planning staff regarding a proposed project is encouraged to help in identifying application submittal documentation.

4. Application Review

Each application for Site Plan and Design Review shall be reviewed to ensure that the application is consistent with the purpose of this Section, applicable Zoning Code development standards and regulations, and adopted Design Guidelines and policies that may apply.

5. Findings and Decision

The Review Authority may approve or conditionally approve a Site Plan and Design Review application if it first makes all of the following findings. The development will:

a. Be allowed within the subject zoning;
b. Be in compliance with all applicable development standards and regulations, and adopted Design Guidelines and policies that may apply;
c. Be in keeping with the character of the neighborhood or project setting in terms of the project's general appearance; and
d. Not be detrimental to the harmonious and orderly growth of the City or the public health and safety of its residents.

6. Conditions of Approval

In approving a Site Plan and Design Review application the Review Authority may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with this Section and the findings required by Subsection 17.52.060 (5) (Findings and Decision), above.

17.52.070 Specific Plans

1. Purpose and Applicability

The purpose of the specific plan (SP) combining district is to provide for the special regulations in areas where environmental or economic opportunities or constraints require the creative and innovative use of land which may be otherwise limited or prohibited by the standard provisions of other parts of this chapter. The specific plan district is designed to allow diversity in the relationship between buildings and open spaces so as to create unique and interesting physical environments, to maximize

usable open space while at the same time preserving the public health, safety and welfare.

2. Specific Plan Permit Procedures

A Specific Plan district may be initiated by the city, or the property owner or an authorized representative. A Specific Plan district shall be established by ordinance in accordance with the procedures set out in Chapter 17.76. Development within an S-P district shall require a Specific Plan permit for which an application shall be submitted concurrently with an S-P Overlay zoning request. An application shall include all the information required by California Government Code, Article 8, Specific Plans, and all other information determined by the Director to be necessary for review of the application.

3. Development Standards

Development in the specific plan district shall comply with the following standards:

a. All development shall be consistent with the goals and policies of the general plan and with the uses, density and intensity standards of the general plan land use category applicable.

b. Development in the district shall be demonstratively superior to any other development that could occur without the special planning designation. In making this determination, the following factors shall be considered:

    i. Appropriateness of the use at the proposed location;
    ii. The mix of housing styles and costs;
    iii. Provisions of units affordable to persons of low and moderate income;
    iv. Provisions of infrastructure: improvements, including water distribution and sewage collection;
    v. Provisions of open space;
    vi. Compatibility of proposed use(s) with surrounding area;
    vii. Use of innovative technology and materials;
    viii. Use of innovative architectural design;
    ix. Overall contribution to the enhancement of the environment within the city;
    x. Creativity in design and land use.

c. The special planning district may only be applied to projects consisting of five or more acres.

d. General development standards are shown in the following Table 5-2.

TABLE 5-2 GENERAL DEVELOPMENT STANDARDS SPECIFIC PLAN OVERLAY ZONE		
Development Standard	**Requirement**	**Additional Requirements**
Lot Standards		
Minimum Lot Area	5 acres	See Section 17.24.020 D Permit Procedures
Parking	Determined by Specific Plan Approval	
Landscaping		
Minimum Setbacks		
Front Side Rear	Determined by Specific Plan Approval	See Section 17.24.020 D Permit Procedures
Structure Height		
Height	Determined by Specific Plan Approval	See Section 17.24.020 D Permit Procedures
Number of Stories		

e. If development approved pursuant to this Section has not commenced within three years of the approval, the city council may initiate a reclassification of the property in accordance with the procedures set out in Chapter 17.76 of this title, unless:

   i. Building permits for approved development have been issued within six months of the development expiration date.
   ii. A valid tentative subdivision or parcel map for proposed development has been approved.
   iii. A written request for extension has been filed before the expiration of the three-year period. Such extension shall be approved by the city council and shall not exceed three years in length. In any event, development approved in accordance with this chapter shall be commenced or necessary final subdivision maps be recorded within six years of the original approval.

f. If the time limits specified herein are not met, the city council may initiate reclassification of the property to a zone(s) consistent with the general plan in accordance with the procedures set out in Chapter 17.76 of this chapter.

g. The planning director may approve minor plan modifications to an approved Specific Plan district site development plan in accordance with the procedures set out in Section 17.52.100 if the planning director determines that the requested modification(s) does not constitute a substantial change in the approved project.

17.52.080 Temporary Use Permits

See Section 17.40.280

17.52.090 Variances

1. Purpose and Application

Where special physical circumstances exist limiting the development of a particular property in accordance with development standards of a zoning district, relief from the development standards may be secured by the granting of a variance from those standards. The granting or denial of a variance will be based on whether the particular circumstances conform to the standards of this chapter.

2. Application Contents

An application for a Variance shall include all items determined by the Director to be necessary for making a determination on the application. A pre-application discussion with planning staff regarding the variance is encouraged to help in identifying application submittal documentation.

3. Variance Review and Approval

The application for a variance shall be reviewed and approved, conditionally approved, or denied by the planning commission in accordance with the procedures set out in Chapter 17.74 (Public Hearings).

4. Basis for Approval

The planning commission may approve or conditionally approve an application for a variance if it finds all of the following:

a. Special circumstances exist applicable to the subject property, including size, shape, topography, location, or surroundings, such that the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and in the same zoning district or districts.
b. The granting of the variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning districts in which such property is located.
c. The granting of the variance will not be materially detrimental to the public health, safety, or welfare or to property or residents in the vicinity.

5. Terms and Conditions

a. Any variance granted may include such terms and conditions as deemed necessary or appropriate by the decision-making authority to effect the purpose of the chapter. If no additional terms or conditions are specified, the variance shall be considered unconditional and valid for an indefinite period.

b. If the development for which a variance has been approved pursuant to this chapter has not commenced, or permits for each development have not been issued, within one year of the granting of the variance, the variance shall become null and void and of no effect, unless an extension has been granted by the decision-making authority, upon the written request for an extension before the expiration of the one-year period. This provision shall not apply to applications approved in conjunction with another discretionary permit. In such cases, the expiration period shall coincide with that of the associated permit.

c. All conditions of approval shall be final, and a request to delete or to modify a condition to make it less restrictive shall only be considered at a properly noticed public hearing, unless the conditions are appealed pursuant to Chapter 17.72.

6. Variance Revocation and Modification

Any variance issued pursuant to this Section may be revoked or modified pursuant to Section 17.52.110 of this chapter.

17.52.100 Zone Regulation Administrative Modification

1. Purpose and Application

The purpose of this chapter is to provide limited administrative relief from the application of development requirements specified in this chapter where the granting of the modification would promote uniform development or relieve an unreasonable hardship, but would not be detrimental to the public health, safety, or welfare or to property or residents in the area. A zone regulation modification shall not be granted where the relief sought should more appropriately be sought through the variance procedure.

2. Development Standards Subject to Modification

The planning director may approve modifications to the following design standards:

a. Distance between structures
b. Fence and wall height and setback regulations
c. Open space standards
d. Reduce the required parking spaces in commercial, mixed-use, or industrial properties by up to 10%

e. Reduce structure setbacks and height by up to 10%
f. Swimming pool regulations

3. Basis for Approval

The planning director may approve or conditionally approve a request for modification if he finds all of the following:

a. The modification does not exceed the limits specified in Subsection 17.52.100(2);
b. The granting of the modification will not be materially detrimental to the public health, safety, or welfare or to property or residents in the vicinity;
c. Either of the following:
   i. The modification would promote uniformity in development on the lot or in the area,
   ii. The modification would alleviate an unreasonable hardship on the property owner or applicant by the strict application of the requirements of this code.

4. Terms and Conditions

a. Any zone modification granted may include such terms and conditions as deemed necessary or appropriate by the decision-making authority to effect the purpose of this code. If no additional terms or conditions are specified, the zone modification shall be considered unconditional and valid for an indefinite period.

b. If the development for which a zone modification has been approved pursuant to this chapter has not commenced, or permits for such development have not been issued, within one year of the granting of the zone modification, the zone modification shall become null and void and of no effect, unless an extension has been granted by the decision-making authority upon the written request for an extension before the expiration of the one-year period. This provision shall not apply to applications approved in conjunction with another discretionary permit. In such cases, the expiration period shall coincide with that of the associated permit.

5. Zone Modification Revocation and Modification

Any zone modification issued pursuant to this Subsection may be revoked or modified pursuant to Section 17.52.110.

17.52.110 Permit Revocation and Modification

1. Application

Any permit, conditional use permit, variance, or zone modification issued pursuant to this chapter may be modified or revoked by the decision-making body that originally approved the permit by the same procedure under which the permit was issued for any of the following causes:

a. That any term or condition of the permit, conditional use permit, variance, or zone modification has not been complied with.
b. That the property or portion thereof subject to the permit, conditional use permit, variance, or zone modification is used or maintained in violation of any statute, ordinance, law, or regulation.
c. That the use for which the permit, conditional use permit, variance, or zone modification was granted has been so exercised as to be detrimental to the public health or safety or as to constitute a nuisance.
d. That changes in technology or in the type of amount of development in the vicinity of the use or other good cause warrants modification of the conditions of operation or imposition of additional conditions of operation to assure that the use remains compatible with existing and potential uses of other property within the general area in which the use is located.

17.52.120 Permits to Run with the Land

Any use permit, Conditional Use Permit, Temporary Use permit or Site Plan & Design Review approval that is granted in compliance with Chapter 17.52 shall be deemed to run with the land through any change of ownership of the subject site, and all applicable conditions of approval shall continue to apply after a change in property ownership, except as provided below.

a. In any case where a permit or approval expires and becomes void in compliance with Section 17.52.140 (Time Limits and Extensions); and

b. Where a permit approval has been specifically conditioned to be non-transferrable.

17.52.130 Performance Guarantees

1. Deposit of Security

As a condition of any permit or approval issued under this code, upon finding that the City's health, safety, and general welfare warrant, the Reviewing Authority may require the deposit of financial security in a reasonable amount and form approved by the City Attorney to ensure the faithful performance of one or more of the conditions of the permit or approval, in the event that the obligor fails to perform. The security shall remain in effect until all of the secured conditions have been

performed to the satisfaction of the Director in conjunction with the Public Works Director and City Engineer.

2. Release of Security

   Upon satisfactory compliance with all applicable provisions of this Section the security deposit shall be released.

3. Failure to Comply

   a. Upon failure to perform any secured condition, the City may perform the condition, or cause it to be done, and may utilize the security to pay all costs incurred, including administrative, engineering, legal, and inspection services.

   b. Any unused portion of the security shall be refunded to the obligor after deduction of the cost of the work.

   c. Any cost in excess of the security shall be an obligation of the applicant/owner and a lien on the property.

   d. The Director's determination may be appealed to the Council by the obligor by filing an appeal within 10 days following the decision to withhold the security, in compliance with Chapter 17.72.

17.52.140 Time Limits and Extensions

1. Time Limits on Permits and Approvals

   a. Unless a condition of approval or other provision of this Code establishes a different time limit, any permit or approval not exercised within two (2) years of approval shall expire and become void, except where an extension of time is approved in compliance with Subsection 2.

   b. A permit or approval shall not be deemed "exercised" until the following have occurred:

      i. All conditions of approval that were required to be completed prior to issuance of grading and building permits have been completed;
      ii. A grading permit, if required, has been issued;
      iii. A building permit, if required, has been issued; and
      iv. Construction activities on the project site, as authorized by the permit or approval, have commenced.

   c. Additionally, if after construction activities have started, development work is discontinued for a period of 12 consecutive months, or the proposed use is

discontinued for a period of 12 months, the permit or approval shall be subject to review by the Review Authority who originally granted the permit or approval to determine if the permit or approval shall be considered expired and become void.

2. Extensions of Time

Upon written request by the applicant, the original Review Authority for the permit may extend the time for the permit to be exercised.

a. Time for Filing: The applicant shall file a written request for an extension of time with the Planning Director before the expiration of the permit. Upon the timely filing of an extension request the permit expiration shall not occur until action by the City on the extension.

b. Evidence Provided: The Director shall determine whether the applicant has made a good faith effort to exercise the permit. The burden of proof is on the applicant to establish that circumstances beyond the control of the applicant have prevented exercising the permit.

3. Action on Extension Request

A permit may be extended by the Review Authority for no more than two additional one-year periods beyond the expiration of the original approval.

17.52.150 Time Limitations on Challenges

Any action or proceeding to attack, review, set aside, void, or annul any decision made pursuant to this code, or concerning any of the proceedings, acts, or determinations taken, done, or made prior to such decision, or to determine the reasonableness, legality, or validity of any condition attached thereto, shall not be maintained by any person unless the action or proceeding is commenced within thirty days after the date of the decision and the legislative body is served within sixty days after the date of the decision. Thereafter, all persons are barred from any such action or proceeding or any defense of invalidity or unreasonableness of that decision or of these proceedings, acts, or determinations.

DIVISION 6

Nonconforming Uses, Structures & Lots

Chapter 17.60 – Non-conforming Uses and Structures

Sections

17.60.010 – Purpose and Application
17.60.020 - Nonconforming Structures
17.60.030 - Nonconforming Uses of Structures
17.60.040 – Non-conforming Uses of Land
17.60.050 – Non-conforming Lots
17.60.060 – Continuation and Maintenance of Nonconformity
17.60.070 – Determination of Non-conforming Status

Chapter 17.60 – Non-conforming Uses and Structures

Sections

17.60.010 – Purpose and Application
17.60.020 - Nonconforming Structures
17.60.030 - Nonconforming Uses of Structures
17.60.040 – Non-conforming Uses of Land
17.60.050 – Non-conforming Lots
17.60.060 – Continuation and Maintenance of Nonconformity
17.60.070 – Determination of Non-conforming Status

17.60.010 Purpose and Application

Within the zoning districts established by this title, or as subsequently amended, there exist structures, uses, lots, and signs which were lawful before the ordinance codified in this chapter was passed or amended but which would be prohibited or restricted under the conditions of this title or future amendments. The city council of Wasco declares that nonconforming structures, uses, lots, and signs are incompatible with permitted uses in the zoning districts involved and such nonconforming uses, lots, and signs shall not be enlarged, expanded, or extended. Such nonconforming structures, uses, and signs shall not be used as grounds for adding other structures or uses prohibited by this title.

17.60.020 Nonconforming Structures

1. A nonconforming structure shall not be enlarged in area, space, or volume that will result in an increase in the degree of nonconformity.

2. Any nonconforming permanent structure may be reconstructed, repaired or rebuilt when involuntarily damaged by fire, earthquake, explosion or act of God; provided that:

    a. The reconstruction cannot exceed one hundred percent of the total area or number of units that existed prior to the damage.
    b. All such reconstruction shall be commenced within one year from the date of the damage, except as provided for in Subsection c. below.
    c. Nonconforming multifamily structures may be reconstructed pursuant to the provisions and limitations of Government Code Section 65852.25, and shall have up to two (2) years after the date of damage to commence reconstruction.

3. For the purposes of this section nonconforming structures include signs which were lawfully erected but do not conform to the sign regulations of this Code. In

addition, for the purposes of this section multifamily structures are defined as any residential structure that is divided into two or more independent living quarters.

17.60.030 Nonconforming Uses of Structures

1. Any nonconforming use may be maintained and continued, provided there is no increase or enlargement of the area, space, volume occupied, use or trips generated by the facility to such nonconforming use, except as otherwise provided in this chapter.

2. Any part of a permanent building, structure, or land occupied by a nonconforming use that is changed to or replaced by a use conforming to the provisions of this title shall not thereafter be used or occupied by a nonconforming use.

3. Any part of a building, structure, or land occupied by a nonconforming use that has been abandoned for a period of one year or more shall not again be used or occupied for a nonconforming use.

4. If no structural alterations are made, a nonconforming use of a building may be changed to a similar or less intense nonconforming use.

17.60.040 Nonconforming Uses of Land

1. A nonconforming use of land shall not be expanded or extended in any way.

2. A nonconforming use of land shall not be changed to or replaced by any other use except a use that complies with the regulations of the zoning district in which the subject property lies.

3. Any nonconforming use of land that has been abandoned for a period of one year or more shall not be reestablished.

4. The exploration for or development or production of oil, gas, or other hydrocarbon substances shall not be considered nonconforming uses of land.

5. The use of land for agricultural purposes shall not be considered a nonconforming use of land if the use meets all the following conditions:

    a. An individual parcel or combination of contiguous parcels must be at least twenty gross acres in size.

b. A buffer of at least one hundred fifty feet shall be provided between existing urban development, as measured from the property line, and the proposed agricultural use.
c. Any agricultural operation shall be required to adhere to all federal, state and local laws and regulations. Failure to adhere to these regulations will result in the agricultural operation being declared a nuisance pursuant to the Wasco Municipal Code.
d. Once a site has been developed with uses other than agricultural uses, the site may not be returned to agricultural uses. For the purposes of this section, "development" shall not include approval of any ministerial or discretionary permit or entitlement.

17.60.050 Nonconforming Lots

Any lot which was legally created and recorded pursuant to the requirements of the Subdivision Map Act and City of Wasco Subdivision Ordinance prior to the effective date of the ordinance codified in this Division may be used in conformance with the uses permitted by the zoning district in which it is located; provided, that all other zoning ordinance and general plan requirements are met.

17.60.060 Continuation and Maintenance of Nonconformity

1. Continuation: Except as otherwise provided in this Division, any use, structure, or lot legally in place on the effective date of any ordinance creating the nonconformity may be continued as a legal nonconforming use, structure, or lot respectively.

2. Maintenance: Routine maintenance and repair of uses, structures, or lots which do not increase or alter the nonconformity may be performed.

17.60.070 Determination of Nonconforming Status

Where there is doubt regarding the legal nonconforming status of structures, uses of structures, uses of land, parcel size, or signs, the property owner has the burden to prove the claim of legal nonconformity. The property owner shall submit documentation to the satisfaction of the Planning Director to establish legal nonconforming status.

DIVISION 7

Zoning Code Administration

Chapter 17.70 – Administration

Sections

17.70.010 – Purpose
17.70.020 - Administrative Responsibility

Chapter 17.72 – Appeals

Sections

17.72.010 – Purpose
17.72.020 - Appeal Subjects and Jurisdiction
17.72.030 – Filing of Appeals
17.72.040 – Processing of Appeals

Chapter 17.74 – Public Hearings

Sections

17.74.010 – Purpose
17.74.040 – Notice of Hearing
17.74.030 – Scheduling of Hearing
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17.74.050 – Notice of Decision

Chapter 17.76 – Amendments to Code

Sections

17.76.010 – Purpose
17.76.020 – Initiation of Amendments by City
17.76.030 – Initiation of Amendments by Individual
17.76.040 – Notice of Public Hearing
17.76.050 – Public Hearing
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Chapter 17.78 – Enforcement and Penalties

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17.78.010 Purpose
17.78.020 Complaints Regarding Violations
17.78.030 Inspection.
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17.78.090 Validity and Issuance of Permits.

Chapter 17.70 – Administration

Sections

17.70.010 – Purpose
17.70.020 - Administrative Responsibility

17.70.010 Purpose

The purpose of this chapter is to establish general rules and responsibilities for the administration of this Zoning Code.

17.70.020 Administrative Responsibility

1. Planning Agency Defined: In compliance with Government Code Section 65100, the City Council has established a Planning Agency and by adoption of this Zoning Code assigned the functions of the planning agency to the planning department, planning commission, and the city council, as more particularly described below.

2. City Council: The City Council shall perform the duties assigned by the provisions of this Zoning Code including final decisions on development agreements, Zoning Code amendments, General Plan amendments, Zoning Map amendments, and other applicable policy and regulatory matters. The Council shall also review appeals filed from Planning Commission decisions.

3. Planning Commission: The Planning Commission shall perform the duties assigned by the provisions of this Zoning Code including the review of development projects, review of appeals from the Director's decisions, and make recommendations to the Council on development agreements, Zoning Code amendments, General Plan amendments, Zoning Map amendments, and other applicable policy and regulatory matters.

5. Planning Director: The Planning Director serves as the department head and manages the day-today and long range functions of the Planning Department. The Director has the responsibility and authority to approve and/or deny applications for various planning reviews including Site Plan and Design Review permits, Sign permits, Temporary Use permits, Home Occupation permits, landscape plan approvals, Administrative Zoning Modifications, and Determination of Similar use. The Director also serves in a support role for the Planning Commission and City Manager.

Chapter 17.72 – Appeals

Sections

17.72.010 – Purpose
17.72.020 - Appeal Subjects and Jurisdiction
17.72.030 – Filing of Appeals
17.72.040 – Processing of Appeals

17.72.010 Purpose

The purpose of this chapter is to establish procedures for the appeal and review of determinations and decisions of the Planning Director or Planning Commission.

17.72.020 Appeal Subjects and Jurisdiction

1. Director Decision: A determination or decision by the Director may be appealed to the Planning Commission.

2. Commission Decision: Any decision of the Commission may be appealed to the City Council.

17.72.030 Filing of Appeals

1. Eligibility: An appeal may be filed by:

    a. Any person affected by an administrative determination or action by the Planning Director.

    b. In the case of a planning permit and/or hearing decision, by anyone who, in person or through a representative, presented testimony at a hearing in connection with the decision being appealed, or who otherwise informed the City in writing of the nature of their concerns before the hearing or decision.

2. Timing of Appeal: Appeals shall be filed with the Planning Director on a City application form within 10 calendar days after the date of the decision or action being appealed. The appeal shall include the required filing fee and a written statement presenting the pertinent facts of the case and the basis for the appeal.

3. Suspension of Action: Once an appeal of a decision is filed, any action on the associated project is suspended until the appeal is processed and a final decision is rendered by the applicable Review Authority.

17.72.040 Processing of Appeals

1. Scheduling of Hearing: When an appeal has been filed the Planning Director, shall schedule the matter for a Planning Commission agenda, or the City Clerk shall schedule the matter for a Council agenda, as applicable to the appeal.

2. Appeal Report: After the appeal hearing has been scheduled, the Director shall prepare a report on the matter, and forward the report to the appropriate appeal body.

3. Notice of Hearing: Notice of the appeal hearing shall be provided in the same manner as the notice given for the original action that is being appealed.

4. Decision on Appeal: During the appeal hearing the Review Authority may:

    a. Consider any issue associated with the project for which a decision is being appealed, in addition to the specific grounds for the appeal;
    b. Affirm, affirm in part, modify, or reverse the action, determination or decision that is the subject of the appeal, based on findings of fact about the particular case. The findings shall identify the reasons for the action on the appeal;
    c. Adopt additional or different conditions of approval that may address issues or concerns other than the subject of the appeal;
    d. Deny the permit or action approved by the previous Review Authority, even where the appellant only requested a modification or elimination of one or more project aspects or conditions of approval; or
    e. If new or different evidence is presented on appeal the Review Authority may refer the matter back to the Planning Director or Planning Commission, as applicable, for further consideration.

5. Finality of Decision: The findings, decision, and action of the Council on an appeal shall be final.

6. Effective date of Appeal Decision: A decision by the Planning Commission on an appeal is final and effective on the 11th day after the decision, when no appeal to the decision has been filed with the Council. A decision by the City Council is effective as of the date of the decision.

Chapter 17.74 – Public Hearings

Sections

17.74.010 – Purpose
17.74.020 – Notice of Hearing
17.74.030 – Scheduling of Hearing
17.74.040 – Hearing Procedure
17.74.050 – Notice of Decision

17.74.010 Purpose

This Chapter provides procedures for public hearings required by this Zoning Code. When a public hearing is required, advance notice of the hearing shall be given, and the hearing shall be conducted in compliance with this Chapter.

17.74.020 Notice of Hearing

Then public shall be provided advance notice of any public hearing required by this Zoning Code, in compliance with Government Code Sections 65090, 65091, and/or any other State law requirements applicable, as follows.

1. Contents of Notice: The notice for a public hearing shall include the following information, and any additional information determined by the Planning Director to be appropriate.

    a. Hearing Information: The date, time, place of the hearing, name of the hearing body, and the phone number and street address of the department where an interested person may call or visit to obtain additional information.

    b. Project Information: A general explanation of the matter to be considered, and a general description, in text and/or diagram, of the location of the property that is the subject of the hearing.

    c. Statement on Environmental Document: If a draft Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report, or statement of Exemption from the requirements of CEQA has been prepared for the project, the hearing notice shall include a statement that the Review Authority will consider approval or acceptance of those CEQA documents.

2. Method of Distribution: Notice of a public hearing required by this Zoning Code for a planning permit, amendment, or appeal shall be given as follows, as required by Government Code Sections 65090 and 65901.

a. Publication: Notice shall be published at least once in a newspaper of general circulation in the City at least 10 days before the date of the hearing.

b. Mailing: Notice shall be mailed or delivered at least 10 days before the date of the hearing to the following:

   i. Project Site Owners and Applicant for the property being considered in the application;
   ii. All owners of real property as shown on the latest County equalized assessment roll within a radius of 300 feet from the exterior boundaries of the parcel that is subject to the hearing; and
   iii. Persons requesting notice who have filed a written request for notice with the Planning Director and has paid the required fee for the notice.

c. Alternative to Mailing: If the number of property owners to whom notice would be mailed is more than 1,000, the Planning Director may choose to provide alternative notice by placing a display advertisement of at least 1/8 page in a newspaper of general circulation within the City at least 10 days prior to the date of the hearing, in compliance with Government Code Section 65091(a)(3).

17.74.030 Scheduling of Hearing

After the completion of any environmental documents required by CEQA and the preparation of a Department staff report, a matter requiring a hearing shall be scheduled on the next available agenda of the applicable Review Authority (Planning Commission or Council) reserved for public hearings, but no sooner than any minimum time period established by State law.

17.74.040 Hearing Procedure

1. Time and Place of Hearing: A hearing shall be held at the date, time, and place form which notice was given. Each hearing shall be conducted in compliance with rules of procedure adopted by the City Council for the applicable Review Authority.

2. Continued Hearing: Any hearing may be continued from time to time without further notice, provided that the chair of the hearing body announces the date, time, and place to which the hearing will be continued, prior to the adjournment or recess of the hearing.

3. Decision of Review Authority:

a. The Review Authority may announce and record its decision on the matter being considered at the end of the conclusion of the scheduled hearing, or defer action and continue the matter to a later meeting agenda in compliance with Subsection 2 above.

b. Unless otherwise required by law, a majority vote shall be required for any formal action by the applicable Review Authority.

c. On a matter before the Planning Commission that requires final consideration and action by the Council, the Planning Commission action shall be to recommend approval, conditional approval, or denial to the City Council.

d. All decisions shall be in writing and if required by law shall contain the written findings upon which the decision is based.

e. The decision of the City Council on any matter shall be final and conclusive.

17.74.050 Notice of Decision

1. Provision of Notice: Within 10 days following the decision on an application for a permit or other approval required by this Zoning Code, the City shall provide written notice of the applicable Review Authority action to the applicant.

2. Contents of Notice: The notice of decision shall contain applicable findings, conditions of approval, and notification of timing and procedure for appeal.

3. Effective Date of Decision:

   a. A Planning Director or Planning Commission decision is final and effective on the 11th day following the date of decision is rendered if no appeal of that decision has been filed.

   b. A Council decision adopted by ordinance is final and shall become effective on the 31st day following the date the ordinance is actually adopted by the Council (following 2nd reading of ordinance), unless otherwise provided in the adopting ordinance.

   c. A Council decision adopted by resolution is final and shall become effective on the date the decision is rendered.

Chapter 17.76 – Amendments to Zoning Code

Sections

17.76.010 – Purpose
17.76.020 – Initiation of Amendments by City
17.76.030 – Initiation of Amendments by Individual
17.76.040 – Notice of Public Hearing
17.76.050 – Public Hearing
17.76.060 – Decision by Council
17.76.070 – Time Limitations and Challenges

17.76.010 Purpose

The purpose of this chapter is to establish procedures for the amendment of this zoning ordinance and zoning maps. Amendments to this ordinance may be initiated by the city council on its own motion, the Planning Director or by the application of any interested person.

17.76.020 Initiation of Amendments by City

The city council or Planning Director may at any time and in any form deemed appropriate by the council initiate an amendment to any portion of this chapter. An amendment may be any of the following types:

1. An amendment to the text of this chapter not changing regulations or standards affecting the use of any property.

2. An amendment to the text of this chapter changing regulations or standards affecting the use of property.

3. Amendment to the official zoning maps reclassifying property from one district to another, including applying a combining district to, or removing a combining (overlay) district from, property.

17.76.030 Initiation of Amendments by Individual

A property owner, his/her authorized representative, or any other interested person may initiate an amendment to the official zoning map to reclassify property from one district to another by submitting an application to the planning director.

1. An application for a reclassification of property shall include all information deemed necessary by the Director.

The application shall be accompanied by the fee established by the city council.

17.76.040 Notice of Public Hearing

1. Notice of public hearing shall follow the requirements of Section 17.74.020.

17.76.050 Public Hearing

Amendment to the text of this Zoning Code changing regulations or standards affecting the use of any property or on an amendment to the official zoning maps reclassifying property from one district to another shall require a public hearing before the Planning Commission and then before the City Council at a time and place in accordance with the public notice.

Hearing procedure shall follow Chapter 17.74.040(1) and (2), however the city council may establish additional rules for the conduct of such hearings. The name and address of each witness shall be recorded and made a part of the permanent files.

17.76.060 Decision by Council

1. The city council may approve the proposed amendment by ordinance or deny by order following the close of the public hearing. Notice of the Council decision shall be made within thirty-five days thereafter by ordinance. The decision shall be final.

2. Where the amendment was initiated by an interested person pursuant to Section 17.76.030, written notice of the decision shall be given by mail within seven days after the date of the decision to the applicant and any person filing a written request for notice of the decision.

17.76.070 Time Limitations and Challenges

Any action or proceeding to attack, review, set aside, void, or annul any decisions made pursuant to this chapter, or concerning any of the proceedings, acts, or determinations taken, done, or made prior to such decision, or to determine the reasonableness, legality, or validity or any condition attached thereto, shall not be maintained by any person unless the action or proceeding is commenced within thirty days after the date of decision, and the legislative body is served within sixty days after the date of the decision. Thereafter, all persons are barred from any such action or proceeding or any defense of invalidity or unreasonableness of that decision or of these proceedings, acts, or determinations.

Chapter 17.78 – Enforcement and Penalties

Sections

17.78.010 – Purpose
17.78.020 – Complaints Regarding Violations
17.78.030 – Inspection
17.78.040 – Notice of Violation
17.78.050 – Misdemeanor
17.78.060 – Injunctive Relief
17.78.070 – Abatement Proceeding
17.78.080 – Noncompliance with Permit Conditions
17.78.090 – Validity and Issuance of Permits

17.78.010 Purpose

The purpose of this chapter is to establish provisions for enforcement of this title. The steps in the process are outlined as well as the penalties involved. This section puts all persons on notice as to the proceedings and penalties involved if any provision of this chapter is violated

17.78.020 Complaints Regarding Violations

Whenever a violation of this title occurs or is alleged to have occurred, any person may file a written complaint with the planning department stating fully the causes and basis thereof. In a timely manner the complaint shall be recorded, investigated, and such action thereon as provided by this chapter taken as deemed appropriate.

After a complaint has been filed, a violation reported or observed, the building official, planning director or code officer may initiate an inspection.

17.78.030 Inspection

The building official, code officer or responsible official may upon the presentation of proper credentials to the occupant or owner enter any premises, building, or structure at any reasonable time for the purpose of investigating and inspecting such premises, building, or structure to determine if the same are being used in compliance with the provisions of this chapter. If admission or entry is refused, the code officer, building official or responsible officer may apply to obtain an inspection warrant.

17.78.040 Notice of Violation

If, as a result of an inspection, the code officer, building official, planning director or responsible official determine there is a violation of this chapter, the responsible official shall give a ten-day written notice to the party violating this chapter. The notice of violation may be served by certified mail, registered mail, or by any method approved for service process, as set forth and described by the code of civil procedure for the service of process. The notice shall specify that the violation set forth shall be corrected within said period. The responsible official may for good cause extend the time for compliance if the cited party has submitted a plan for correcting the noticed deficiencies.

17.78.050 Misdemeanor

Any person, firm, or corporation that fails to comply with the notice of violation described in Section 17.78.060 shall be guilty of a misdemeanor and upon conviction thereof be fined not more than five hundred dollars or imprisoned for not more than six months in the county jail, or both. Each day the violation of this chapter continues shall be considered a separate offense.

The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

17.78.060 Injunctive Relief

The city may seek injunctive relief in superior court to abate any violation of this chapter. Injunctive relief may be sought at any time, including prior to the issuance of compliance with the notice of violation if, in the opinion of the responsible official, an alleged violation of this chapter may be injurious to the public health or safety.

17.78.070 Abatement Proceeding

Any building or structure, set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this chapter or any use of land, building, or premises conducted, operated, or maintained contrary to the provisions of this chapter or contrary to a permit or variance or the terms and conditions imposed therein shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the district attorney shall commence action or proceedings for the abatement and removal and enjoinment thereof in the manner provided by law and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant relief as will abate and remove such buildings, structure or use and restrain and enjoin any person, firm, or corporation from setting up, erecting, building, maintaining, or using any such building, structure, or vehicle or using any property contrary to the provisions of this chapter.

17.78.080 Noncompliance with Permit Conditions

Whenever a complaint has been received or any city official believes that the conditions of a permit, variance, or other entitlement granted under the provisions of this chapter have been violated, the responsible official shall investigate such allegations. If such a violation, in the opinion of the planning department, has occurred, a notice of violation shall be given in accordance with Section 17.78.060 of this chapter. If correction of the violation does not occur within the specified ten-day period, the responsible official shall notify the planning director. The planning director may, upon receipt of such notice, initiate revocation proceedings in accordance with the provisions of Section 17.52.110 of this title.

17.78.090 Validity and Issuance of Permits

All departments, officials, and public employees of the city of Wasco and where applicable the county of Kern, vested with the duty or authority to issue permits or licenses, shall conform to the provisions of this chapter and may withhold permits or licenses for uses, buildings, or purposes in conflict with the provisions of this chapter; and any such permit or license issued in conflict with the provisions of this chapter may be deemed null and void. Further, permits or licenses issued for any use permitted by the provisions of this chapter, may be withheld on a parcel of land, wherein it is known by the departments, officials, or employees of the city of Wasco that a violation of this chapter exists.

DIVISION 8

Property Maintenance & Code Enforcement

Chapter 17.80 – Property Maintenance, Code Enforcement & Abatement

Sections

17.80.010 Purpose and Application.
17.80.020 Definitions.
17.80.030 Prohibited Conduct.
17.80.040 Public Nuisance.
17.80.050 Exemptions.
17.80.060 Maintenance Standards for Developed Properties.
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17.80.080 Compliance Responsibility.
17.80.090 Abatement Procedures.
17.80.100 Adoption of International Property Maintenance Code

Chapter 17.80 – Property Maintenance, Code Enforcement & Abatement

Sections

17.80.010 Purpose and Application.
17.80.020 Definitions.
17.80.030 Prohibited Conduct.
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17.80.060 Maintenance Standards for Developed Properties.
17.80.070 Maintenance Standards for Undeveloped or Vacant Properties.
17.80.080 Compliance Responsibility.
17.80.090 Abatement Procedures.
17.80.100 Adoption of International Property Maintenance Code

17.80.010 Purpose

The purpose of this chapter is to identify property maintenance standards, and establish procedures for the prosecution and abatement of public nuisance conditions to eliminate visual blight, protect the value of adjacent properties, and to protect the health, safety and general welfare of the community as a whole. This chapter is not the exclusive regulation for public nuisance conditions in the city of Wasco. It shall be in addition to other regulations, codes, statutes and ordinances heretofore or hereinafter enacted by the City of Wasco, the state or any other legal entity, or agency having jurisdiction.

17.80.020 Definitions

The words and phrases contained in this section shall, for the purposes of this chapter, be defined as follows, except where the context clearly indicates a different meaning.

"City code enforcement officer" means the city code enforcement officer or a designee.

"Commercial vehicle" means any motorized or nonmotorized vehicle used or maintained to transport property or goods for profit or persons for hire or compensation.

"Inoperative vehicle" means a vehicle is "inoperative" if it is:

a. Mechanically incapable of being driven; or
b. Prohibited from being operated on a public street or highway pursuant to the provisions of Vehicle Code Sections 4000, 5202, 24002, or 40001.

"On or adjacent to real property" means and includes all areas of the real property including, but not limited to, the rear side, or front yard areas, parkways, sidewalks, or on abutting streets or alleys in all zones in the city except for items

contained within a receptacle for collection of solid waste pursuant to the city of Wasco Municipal Code.

“Owner, Vehicle” Vehicle owner means the last registered owner and the legal owner of record.

"Parkstrip" means the area between the back of curb and the sidewalk. Where the sidewalk immediately abuts the back of curb the parkstrip is the area between the back of the sidewalk and the street right-of-way line.

"Public nuisance" means:

a. Any property that is not maintained pursuant to Section 17.80.060 of this chapter, and is in such a condition as to be detrimental to the health, safety, or welfare of the public or the adjoining property.
b. The presence of vacant real property in the city that is not properly secured, fenced, boarded up, and maintained pursuant to Section 17.80.070 of this chapter, and which is in such a condition as to be detrimental to the health, safety, or welfare of the public or the adjoining property.
c. The presence of an abandoned, wrecked, dismantled or inoperative vehicle, or part thereof, on private or public property not including streets, except as permitted in Section 17.80.050.
d. The breeding and raising of animals whether for domestic, hobby, food, scientific or fur-bearing purposes, except for “household pets” as an accessary use in residential zones (see 17.22.060 Table 2-3).

"Public property" means land, buildings, structures, or fixtures that are owned by a public agency. For the purposes of this chapter, public property does not include streets.

"Recreational vehicle" means any travel trailer, camper, motor home, or trailer (as defined in State Vehicle Code Sections 242, 243 and 630, respectively), or any camper shell or boat.

"Residential use" means any property zoned for residential use as established in Chapter 17.20 of this title. Sidewalks, parkways and streets adjacent to residential property shall be considered a residential area for purposes of this chapter.

"Residentially developed property" means any property developed with a conforming dwelling unit or legal nonconforming dwelling unit.

"Responsible official" means city chief law enforcement official, fire chief, building official, code enforcement officer or designee.

"Responsible party" means the owner, lessee, agent, person, or entity in lawful charge or possession of the property.

"Street" means a public street, drive, right-of-way, avenue, highway, place, close, pass, alley, lane, court, or way.

"Vacant real property" means any vacant parcel of land, building or structure on real property in all zones in the city where the responsible party has intentionally left such property vacant and unoccupied for a period of time exceeding thirty calendar days.

"Vehicle" means an automobile, truck, motorcycle, trailer, and any other device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power.

17.80.030 Prohibited Conduct

Except as provided in Section 17.80.050, it is unlawful for any responsible party having charge or possession of any real property in the city to:

1. Operate any business activity in the city without a business license registration certificate and appropriate planning and zoning approval.

2. Operate any business or other activity in the city not consistent with all of the terms and conditions of all applicable zoning approvals and approved plans granted by the city. This includes, but is not limited to, business license registration certificates, home occupation permits and conditional use permits.

3. Allow upon any premises under his/her control the placement of any temporary or permanent signs without appropriate zoning and building permit approval.

4. Keep, store, or maintain on or in front of any real property, or in or on any vehicle upon the real property under his/her control any litter, rubbish or weeds, when such material is open to view at street level from a parkway, street, or adjoining property, or in such a condition as to be detrimental to the health, safety and welfare of the inhabitants of such real property or any adjoining property.

5. Not maintain any parcel of land, building, or structure on real property in conformance with the standards contained in Section 17.80.060 of this chapter.

6. Permit any parcel of land, building, or structure on real property to remain a vacant real property without properly securing and maintaining the property pursuant to Section 17.80.070, vacant property maintenance standards of this chapter.

7. Allow upon any premises under his/her control any swimming pool, pond, spa, or other body of water or excavation which is abandoned, unattended, or unfiltered.

8. Allow the disposal or storage of oil, grease, other petroleum products, noxious chemical, pesticides, or any gaseous, liquid, or solid waste in such a manner to constitute a health or fire hazard or degrade the appearance of or detract from the aesthetic and property values of neighboring properties.

9. Keep, store, or maintain upon any premises under his/her control any abandoned, wrecked, dismantled, or inoperative vehicle, or part thereof, except as permitted by Section 17.80.050.

10. Keep, store, or maintain upon any premises under his/her control any vehicle or recreational vehicle, except as permitted by Section 17.80.050.

11. Use any parked or stored vehicle or recreational vehicle, operative or not, as temporary or permanent living space unless exempted pursuant to Section 17.80.050.

12. Use a garage, shed or accessory structure, or any portion thereof, as a temporary or permanent living space or as a meeting room.

13. Keep, store, or maintain in any residential zone or on any residentially developed property any of the following:

    a. Construction and/or business equipment, supplies, materials, or machinery of any type or description;
    b. Any vehicle designated as commercial by Division 14.85 of the state of California Vehicle Code with a manufactures gross vehicle weight rating of ten thousand pounds or more and shall also include motor trucks, road tractors, semi-trailers, trailer and truck tractors. Additionally buses and catering trucks, regardless of size, will be restricted from parking in residential zones and residentially developed areas;
    c. Portable restroom facilities;
    d. Section 17.80.030, subsection N shall not apply to the parking of tow trucks in residential zone or residentially developed property of the city where the tow company is on-call and has a tow service agreement with the local (city of Wasco) sheriff's department and highway patrol;
    e. Cargo containers are allowed for temporary storage in the R-2 and R-3 with a Temporary Use Permit (See 17.22.060 Table 2-3).

14. Allow accessory structures including but not limited to walls, fences, drainages, sidewalks, sheds, garages, playhouses, lean-tos, and wall hedges to fall into a state of disrepair or deterioration.

15. Abandon or discard any personal property on any public property including a street. Except when deposited in an approved city of Wasco refuse container in the manner prescribed by Chapter 8.12 of the city of Wasco Municipal Code.

16. Breed and/or raise animals or fowl, except for "household pets" as an accessary use in residential zones (see 17.22.060 Table 2-3), for domestic, hobby, food, scientific or fur bearing purposes except in zones designated A-E (exclusive agriculture), A-L (limited agriculture) or R-R (rural residential).

17. Keep or store any non-operable vehicle in any street, residential driveway, or front yard.

17.80.040 Public Nuisance

A violation of this chapter is designated and declared a public nuisance.

17.80.050 Exemptions

The provisions of this chapter shall not apply to the following:

1. Any material currently in use in the course of lawful permitted construction, demolition or landscaping on the site.

2. Any material contained within a fully enclosed structure or lawfully constructed solid, opaque wall, or fence, and such material is not in a condition as to be detrimental to the health, safety, or welfare of the inhabitants of such real property, the public, or any adjoining property.

3. A mobilehome or recreational vehicle permitted as a temporary dwelling unit pursuant to 17.22.060 Table 2-3 and in compliance with the provisions as set forth in Section 17.40.270.B.1b.

4. Consistent with Table 3-8, Vehicle Storage and Parking Regulations, a mobilehome or recreational vehicle may be parked in a driveway or improved parking area, as defined in Section 17.36.030.B.8, for up to 24 hours for loading, unloading, or cleaning purposes only.

5. Nothing in this section shall be construed as authorizing the maintenance of a public or private nuisance.

17.80.060 Maintenance Standards for Developed Property

All developed real property in the city shall be maintained at a level not less than the following standards:

1. Address Numerals. Street address numerals shall be maintained pursuant to the following:

    a. For single-family dwelling units, street addresses shall be visible from the public street and may be displayed either on the front door, on the fascia adjacent to the main entrance, or on another prominent location. When the property has alley access, address numerals shall be displayed in a prominent location visible from the alley.

    b. For multifamily dwelling units, street address shall be visible from the public street and shall be displayed on the complex identification sign. If there is

no complex identification sign, the street address may be displayed on the fascia adjacent to the main entrance or on another prominent location. When the property has alley access, address numerals shall be displayed in a prominent location visible from the alley. Identification of individual units shall be provided adjacent to the unit entrances.

c. For nonresidential properties, street address shall be visible from the public street and shall be displayed on the freestanding sign as allowed in Chapter 17.38 of this title. If there is no freestanding sign, the street address may be displayed on the fascia adjacent to the main entrance or on another prominent location. When the property has alley access, address numerals shall be displayed in a prominent location visible from the alley. Identification of individual units shall be provided adjacent to the unit entrances.

2. Building Exteriors and Roofs. Exterior building surfaces and roofs for all buildings including accessory buildings and structures shall be maintained free of significant surface cracks, missing materials, warping and dry rot which either threaten the structural integrity, or result in a dilapidated, decaying, disfigured, or partially ruined appearance.

3. Condition of Structures. Structures shall not be partially destroyed, abandoned, unsecured, or permitted to remain in a state of, except properties with valid current building permits on file with the city of Wasco building department, partial construction for more than thirty days. Buildings or structures shall not be boarded up for a period in excess of ten days without a valid demolition or building permit on file, except in compliance with Section 17.80.070.

4. Drainage. On-site drainage improvements shall be maintained in order to prevent deterioration, disrepair, and ineffectiveness.

5. Excavations. Excavations, abandoned wells, shafts, basements, and other holes shall be properly secured to prevent access by unauthorized persons.

6. Graffiti. All structures, equipment, walls, and fencing on the property shall be maintained free of graffiti.

7. Landscaping. All landscaping on the property shall be maintained pursuant to Chapter 17.34 of this title and all landscaping visible from a public street shall be maintained in a healthy condition free of dying, dead, diseased, decayed, discarded and/or overgrown vegetation.

8. Lighting. All exterior light fixtures shall be maintained in good working order free of broken lamps, lens, and light bulbs. Furthermore, the structural integrity of all supporting poles and mounting fixtures shall be maintained. All insulation and connections shall be intact and free of exposed wire.

9. Outdoor Drying. In all residential zones or residential developments, the outdoor airing and/or drying of laundry, clothes, other household linens, or food is permitted only in rear or side yards, provided that the items are not visible from a public street excluding alleys.

10. Paint. Painted surfaces on buildings, trash enclosures, walls, retaining walls, fences, and structures shall be maintained in order to prevent decay, excessive cracking, peeling, chalking, dry rot, warping, or termite infestation.

11. Parking Areas, Sidewalks. Parking areas, private alleys, driveways, sidewalks, and walkways shall be maintained free of potholes, cracks, breaks, lifting, and other deteriorated conditions. The parking and storage of vehicles are subject to the provisions of 17.36.030. B and 17.36.100 Table 3-8.

12. Pools. Barrier fencing and gates for swimming pools and spas shall be maintained as required by the California Building Code. Swimming pools and spas shall not contain unfiltered or stagnant water.

13. Rodent and Vermin Control. All property, including landscaped areas, buildings, and structures, shall be maintained free of rodents and other vermin in accordance with the requirements of the district Kern County mosquito and vector control.

14. Signs. All signs and sign structures shall be maintained in order to prevent deterioration, disrepair, and unsightliness. The structural integrity of all supporting poles, and mounting fixtures shall be maintained. All sign faces shall be maintained free of missing lettering or lighting.

15. Trash Bins. Trash bins or dumpsters shall be kept within an enclosed building, trash enclosure, or screened from public view to the maximum extent feasible. Overflowing trash bins or dumpsters due to inadequate number of bins and/or request for service from the trash hauler are prohibited. Use of commercial trash bins for residential uses other than during construction with a valid building permit is prohibited.

16. Use of Canopies. The use of portable canopies is allowed in residential and non-residential zones subject to the requirements of 17.30.020 and 17.40.270.

17. Use of Tarps. Excluding emergency repairs, the use of tarps for roof and building repairs is prohibited. Additionally, the use of tarps for vehicle covers, carports, or temporary canopies, enclosures, and/or awnings is prohibited in any outdoor area visible from any public street.

18. Walls, Fences, and Trash Enclosures. All walls, retaining and planter walls, and fences abutting a street or trash enclosure shall be maintained free of significant

surface cracks, dry rot, warping, deterioration, leaning, missing panels or blocks which either threaten the structural integrity, or result in a dilapidated, decaying, disfigured, or partially ruined appearance.

19. Window Screens. All window and glass door screens shall be maintained free of tears, rips, and holes. On residential rental properties, window screens are required on all windows.

20. Windows. Broken windows and glass doors and the use of materials other than glass as a replacement or covering of windowpanes are prohibited.

17.80.070 Maintenance Standards for Undeveloped/Vacant Property

1. Mandatory Standards. All vacant real property in the city shall be secured and maintained at a level not less than the following standards during the time period that such property remains vacant real property:

    a. Graffiti. All structures, equipment, walls, and fencing on the property shall be maintained free of graffiti.

    b. Weeds/Trash: All ground areas shall be maintained free of weeds and trash.

2. Additional Standards. When deemed necessary by the responsible official in order to maintain the safety of persons or property, the following standards may also be imposed:

    a. Access Points. All windows, doors, and other open access features to the structures on the real property shall be boarded up and secured according to the following standards (alternate materials may be used if approved by responsible official):

        i. Any missing or broken windows or doors shall be covered as specified. Complete boarding of all unbroken windows shall only be required when specified by the Code Enforcement officer;

        ii. Exterior door openings may be secured against entry by locking or using #10 minimum flathead wood screws penetrating a minimum of three-fourth inches into framing members, only if doors do not contain glazing panes;

        iii. All wood used to cover openings shall be new or comparable (to be approved by Code officer), exterior grade one-half inch nominal thickness plywood or O.S.B. board. Only one piece of plywood or O.S.B. board shall be used per opening unless the opening requires more than one four-foot by eight-foot sheet in which case, splices shall have two-inch by four-inch backing the complete length of the splice. Plywood

or O.S.B. board shall extend two inches minimum beyond opening on all sides and shall be secured by #10 minimum flathead wood screws. Screws shall be spaced twelve inches on center around complete opening and shall penetrate framing members a minimum of three-fourth inch;

iv. Where applicable, plywood or O.S.B. board shall extend flush to top of door threshold and protruding windowsills;

v. All variations from above requirements shall be approved by Code officer;

vi. Contractor shall first confer with officer prior to submitting bid for special board-up conditions such as apartment buildings, motels, or commercial buildings;

vii. All boards visible from the building's exterior shall be painted to match the buildings' exterior;

viii. Refill holes, which are more than one-foot in depth.

b. A building shall be permitted to be boarded up for no longer than six months. If a demo permit or building permit are not issued within six months, the city shall initiate abatement proceedings.

c. Fencing. The property shall be temporarily fenced on all sides along the property line with a chain link fence or other type of secure fencing at a minimum height of six feet from grade, or greater, as determined by the fire chief or building official. The fence shall be properly posted with no trespassing signs, and kept clear of all other signs, except lawfully installed real estate signs for the lease or sale of the property and signs identifying ownership of the property or fencing.

d. Security Lighting. All structures which could be used for human habitation shall have a minimum of one light each in the front and rear yards. Such lighting shall be capable of illuminating the structure's exterior so as to be visible from the street or alley from dusk to dawn. However, the lights shall be shielded to avoid lighting adjacent properties.

17.80.080 Compliance Responsibility

Compliance with the standards contained in this chapter shall be at the sole cost of the responsible party for the vacant real property and shall not limit the remedies or recovery of costs for the abatement of any vacant real property found to be in violation by city council or its designee pursuant to this chapter.

17.80.090 Abatement Procedures

Abatement procedures except for wrecked, dismantled or inoperative vehicles.

1. Notice to Abate--Authority. If it is determined by a responsible official, that a public nuisance, as designated in this chapter, exists on any lot or premises in the city or upon any sidewalk, parking area or street adjacent to such lot or premises, the responsible official shall cause a notice to be issued to abate such nuisance. Such notice shall be headed: "NOTICE TO CLEAN PREMISES" in legible characters, direct the abatement of the nuisance and refer to this chapter for particulars.

2. Notice to Abate--Service. The notice required by subsection A of this section may be served in any of the following manners:

    a. By personal service on the owner, occupant or person in charge or control of the property;
    b. By regular mail addressed to the owner or person in charge and control of the property, at the address shown on the last available property assessment roll, or as otherwise known. Service shall be deemed completed upon the deposit of such notice, postage prepaid, in the United States mail;
    c. By posting at a conspicuous place on the land or abutting public right-of-way.

3. Notice to Abate--Appeal. Within ten days from the date of posting, mailing or personal service of the required notice, the owner or person occupying or controlling such lot or premises affected may appeal to the city council. Such appeal shall be in writing and shall be filed with the city clerk. At the regular meeting or adjourned regular meeting of the city council, not less than five calendar days nor more than twenty calendar days thereafter, it shall proceed to hear and determine such appeal. The decision of the city council thereupon shall be final and conclusive. The city clerk shall notify the appellant in writing no later than three days prior to the scheduled hearing of the time, date and place of the hearing by mailing such notice to him or her at the address stated in his or her written appeal.

4. Duty to Remove Nuisance. It shall be the duty of the owner, the agent of the owner, or the person in possession of any lot or premises in the city, within ten days from the date of notification as provided in this chapter, or in case of an appeal to the city council, within ten days from the determination thereof, unless the same is sustained, to remove the nuisance as stated in the notice to clean premises.

5. Responsibility for Fines and Abatement Costs. Per Section 1.20.030, Administrative Citations, the owner of any property, building or structure has the responsibility for keeping such property, building or structure free of violations related to its use or condition. The property owner is liable for all violations on

the property including violations committed by tenants or occupants using the property, except as follows:

a. Property Ownership Change: Where property ownership changes before the payment of all outstanding citation fines and abatement costs, the responsibility for payment of these costs remains with the property owner of record when the fines and abatement costs were incurred. If the violations on the property have not been corrected as of the date of sale of the property, the new property owner becomes responsible for correcting such violations and a new code violation case shall be established.

6. Abatement by the City--Cost Report and Account--Filing Required. If the owner fails or neglects to remove the nuisance as defined in this chapter, within the time specified in this chapter, the responsible official shall cause such nuisance to be abated. The abatement work may be done by city crews or by private contractor. A report of the abatement proceedings and an accurate account of the charges for abating the nuisance on or in front of each separate property shall be filed with the city council.

7. Cost Report and Account--Hearing and Posting Requirements. The city clerk shall thereupon set the cost report and account for hearing by the city council at the first regular or adjourned regular meeting, which will be held at least seven calendar days after the date of filing, and shall post a copy of the report and account and notice of the time, date and place of hearing in a conspicuous place at or near the entrance of the council chambers in the city office.

8. Cost Report and Account--Hearing Procedure--Assessment of Costs. The city council shall consider the cost report and account at the time set for hearing, together with any objections or protests by any interested parties. Any owner of land or person interested therein may present a written or oral protest or objection to the report and account. At the conclusion of the hearing, the city council shall approve the report and account as submitted, or as modified or corrected by the city council. The amounts so approved shall be liens upon the respective lots or premises, upon which abatement was performed, and the city council shall adopt a resolution assessing such amounts as liens upon the respective parcels of land as they are shown upon the most recent available property assessment roll, and determining that such weeds, grasses, dead trees, dead shrubs and waste matter constitute a public nuisance.

9. Cost Report and Account--Filing of Resolution. The city clerk shall prepare and file with the county auditor a certified copy of the resolution of the city council, as provided in Subsection 8 of this section.

10. Payment to City. The finance department of the city or their authorized representative may accept payment of any amount due at any time prior to the

city council's final determination on the cost report and account, as called for in Subsection 8 of this section.

11. Collection of Assessments. The county auditor shall enter each assessment in the county tax roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes; and if delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale as is provided for ordinary municipal taxes.

12. Violation--Penalty. The owner, occupant or agent of any lot or premises within the city who permits or allows the existence of a public nuisance, as defined in this chapter, upon any lot or premises owned, occupied or controlled by him, or who violates any of the provisions of this chapter, is guilty of a misdemeanor.

13. Demolition. Where the responsible official or their designee find that a real property contains a structure that violates this chapter and presents a threat to the safety or health of the public, city council by resolution may declare the structure a public nuisance and order the demolition of the structure where it finds the property violates this chapter, presents an immediate threat to the safety or health of the public and finds that persons have continued to enter, occupy or inhabit such structures despite the application of the standards in Sections 17.80.060 and 17.80.070. The demolition of a structure pursuant to this section shall not occur until the abatement procedures are complied with as set forth in this chapter.

14. Emergency Abatement. In the event the public nuisance constitutes a significant and immediate threat to the public health, safety, or welfare, the responsible official or their designee, may enter the property upon which the public nuisance exists, abate the public nuisance, and restore any property affected by the public nuisance. To the extent reasonably practicable, informal notice shall be provided to the owner or occupant before abatement. If necessary to protect the public health, safety, or welfare, abatement may proceed without prior notice to or consent from the owner/occupant thereof and without judicial warrant.

    a. Imminent danger shall include, but is not limited to, circumstances that present a significant and immediate threat to the public health, safety, or welfare.
    b. Notwithstanding the authority of the city to conduct an emergency abatement action, an administrative hearing before the city council shall follow the abatement action. The hearing on the emergency abatement action shall be held within five business days following the action of abatement, unless the hearing (or the time required for the hearing) is waived in writing by the parties subject to the abatement action. A request for a hearing shall not be required of the person whose property is the

subject of the abatement action. The city council at the hearing will determine the reasons for the abatement.

Abatement procedures for wrecked, dismantled or inoperative vehicles.

15. Abatement Procedures for Abandoned, Wrecked, Dismantled or Inoperative Vehicles.

    a. Notice Required. A ten-day notice of intention to abate and remove the vehicle, or part thereof, as a public nuisance shall be mailed by registered mail to the owner of the property on which the vehicle is located and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notices of intention shall be in substantially the following forms:

NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED, OR INOPERATIVE VEHICLE OR PART THEREOF AS A PUBLIC NUISANCE.

(Name and address of owner of the property on which the vehicle is located)

As owner shown on the last equalized assessment roll of the land located at (address), you are hereby notified that the undersigned pursuant to Title 17, (Wasco Municipal Code) has determined that there exists upon said land an (or part of an) abandoned, wrecked, dismantled or Inoperative Vehicle registered to _____, license number _____, which constitutes a Public Nuisance. You are hereby notified to abate said Public Nuisance by the removal of said Vehicle (or said part of a Vehicle) within 10-days from the date of mailing of this notice, and upon your failure to do so the same will be abated and removed by the City of Wasco, and the costs thereof, together with administrative costs, assessed to you as Responsible Party on which said Vehicle (or said part of a Vehicle) is located.

As Responsible Party on which said Vehicle (or said part of a vehicle) is located, you are hereby notified that you may, within 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the City Council within the 10-day period, the City of Wasco shall have the authority to abate and remove said Vehicle (or said part of a Vehicle) as a Public Nuisance and assess the costs as aforesaid without a public hearing. You may submit a sworn written statement within such 10-day period denying responsibility for the presence of said Vehicle (or said part of a Vehicle) on said land, with your reasons for denial, and such statement shall be construed as a request for hearing at which your presence is not required. You may appear in person at any hearing requested by you or the owner of the Vehicle or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at such hearing.

Notice Mailed _____

(Date) CITY OF WASCO By _____Responsible Official

NOTICE OF INTENTION TO ABATE AND REMOVE AN ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE VEHICLE OR PART THEREOF AS A PUBLIC NUISANCE,

(Name and address of last registered and legal owner(s) of record of Vehicle-notice should be given to both if different)

As last registered (and/or legal) owner of record of (description of Vehicle-make, model, license, etc.) you are hereby notified that the undersigned, pursuant to Title 17, Wasco Municipal Code, has determined that said Vehicle (or part of a Vehicle) exists as an abandoned, wrecked, dismantled or Inoperative Vehicle at (describe location on public or private property) and constitutes a Public Nuisance pursuant to the provisions of said Municipal Code.

You are hereby notified to abate said Public Nuisance by the removal of said Vehicle (or said part of a Vehicle) within 10 days from the date of mailing of this notice.

As registered (and/or legal) owner of record of said Vehicle (or said part of a Vehicle), you are hereby notified that you may, within ten 10 days after the mailing of this notice of intention, request a public hearing and if such a request is not received by the City Council within such 10-day period, the City Council shall have the authority to abate and remove said Vehicle (or said part of a Vehicle) without a hearing,

Notice Mailed _____

(Date) CITY OF WASCO By _____Responsible Official

b. Public Hearing Upon Written Request. Upon request by the owner of the vehicle or the owner of the property on which the vehicle is located received by the city within ten days after the mailing of the notices of intention to abate and remove, a public hearing shall be held by the city council on the question of abatement and removal of the vehicle, or part thereof, as an abandoned, wrecked, dismantled or inoperative vehicle, and the assessment of the administrative costs and the costs of removal of the vehicle, or part thereof, against the property on which it is located.

c. Public Hearing Upon Constructive Request; Notice of Hearing; Authority to Abate and Remove Without Hearing. If the owner of the property on which the vehicle is located submits a sworn written statement denying responsibility for the presence of the vehicle on his/her land within such ten-day period, such statement shall be construed as a request for a hearing which does not require his/her presence. Notice of the hearing shall be mailed, by registered mail, at least ten days before the hearing to the owner of the property on which the vehicle is located and to the owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership. If such a request for hearing is not

received within said ten days after mailing of the notice of intention to abate and remove, the city shall have the authority to abate and remove the vehicle, or part thereof, as a public nuisance without holding a public hearing.

d. City Council to Hear Facts and Testimony. All hearings under this chapter shall be held before the city council, which shall hear all facts and testimony it deems pertinent. Such facts and testimony may include testimony on the condition of the vehicle, or part thereof, and the circumstances concerning its location on the said private property or public property. The city council shall not be limited by the technical rules of evidence. The owner of the property on which the vehicle is located may appear in person at the hearing or present a sworn written statement in time for consideration at the hearing and deny responsibility for the presence of the vehicle on the land with his/her reasons for such denial.

e. General Powers of City Council; Notice of Council's Decision.

   i. The city council may impose such conditions and take such other action, as it deems appropriate under the circumstances to carry out the purposes of this chapter. It may delay the time for removal of the vehicle, or part thereof, if, in its opinion, the circumstances justify it. At the conclusion of the public hearing, the city council may find that a vehicle, or part thereof, has been abandoned, wrecked, dismantled, or is an inoperative vehicle on private or public property and order the same removed from the property as a public nuisance and disposed of as hereinafter provided and determine the administrative costs and the cost of removal to be charged against the responsible party. The order requiring removal shall include a description of the vehicle, or part thereof, and the correct identification number and license number of the vehicle, if available at the site.
   ii. If it is determined at the hearing that the vehicle, or part thereof, was placed on the land without the consent of the owner of the property on which the vehicle is located and that he/she has not subsequently acquiesced in its presence, the city council shall not assess the costs of administration or removal of the vehicle, or part thereof, against the property upon which the vehicle, or part thereof, is located or otherwise attempt to collect such costs from such owner of the property on which the vehicle is located.
   iii. If the owner of the property on which the vehicle is located submits a sworn written statement denying responsibility for the presence of the vehicle on his/her land but does not appear, or if an interested party makes a written presentation to the city council but does not appear, he/she shall be notified in writing of the decision.

f. Appeal. Any rehearing or judicial review of the city council decision shall be according to the procedures set forth in Chapter 17.72.

g. Disposal. Seven days after adoption of the order declaring the vehicle, or part thereof, to be a public nuisance, or seven days from the date of mailing of notice of the decision if such notice is required by this chapter, the vehicle, or part thereof, may be disposed of by removal to a scrap yard or automobile dismantler's yard. After a vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a vehicle that qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to Vehicle Code Section 5004, in which case the vehicle may be reconstructed or made operable.

h. Notice of Removal to Department of Motor Vehicles. Within five days after the removal of the vehicle, or part thereof, notice shall be given to the department of motor vehicles identifying the vehicle, or part thereof, removed. At the same time there shall be transmitted to the department of motor vehicles any evidence of registration available, including, but not limited to, the registration card, certificates of ownership, and license plates.

i. Costs of Removal Assessed. If the administrative costs and the cost of removal which are charged against the owner of the property on which the vehicle is located or any other known responsible party pursuant to this chapter are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs shall be assessed against the parcel (and pursuant to Section 38773.5 of the Government Code), and shall be transmitted to the tax collector for collection. The assessment shall have the same priority as other city taxes.

17.80.100 Adoption of International Property Maintenance Code

DIVISION 9

Definitions

Chapter 17.90 – Definitions

Sections

17.90.010 - Purpose
17.90.020 – Definitions of Terms and Phrases

Chapter 17.90 – Definitions

Sections

17.90.010 - Purpose
17.90.020 – Definitions of Terms and Phrases

17.90.010 Purpose

This Chapter provides definitions of terms and phrases used in this Zoning Code that are technical or specialized, or that may not reflect common usage. If a definition in this Chapter conflicts with a definition in another provision of the Municipal Code, these definitions shall control for the purposes of this Zoning Code. If a word is not defined in this Chapter, or in other provisions of the City of Wasco Municipal Code, the Planning Director shall determine the correct definition from this Chapter that most closely matches the undefined word.

17.90.010 Definitions of Terms and Phrases

As used in this chapter:

"**Abandoned**" means to cease or suspend from developing or maintaining a building, structure or use for ninety days or lesser time as may be specified herein.

"**Abandoned activity**" means a business or activity with no reported sales or activity for a period of at least one hundred eighty days. Exceptions are temporary closures for repairs, alterations, or other similar situations.

"**Abutting/abut (adjacent)**" means two or more parcels sharing a common boundary, of at least one point. To physically touch, border upon, or to share a common corner or property line. For the purposes of this title, abutting properties shall include those properties separated by any road, street, walkway, easement, alley right-of-way or highway, except a major highway.

"**Accessory Dwelling Unit**" is a separate living unit that provides complete independent living facilities for one or more persons, and may be detached from or attached to the main dwelling on a single family lot.

"**Access**" means safe, adequate, and usable ingress or egress to a property or use.

"**Access drive**" means a way or means of approach to provide entrance to a property.

"**Accessory building" or "structure**" means a structure detached from a principal structure on the same lot, incidental to the principal building, and not designed for human habitation. An accessory building or structure may be erected only after the principal structure or building is established.

"**Accessory use**" means a use of land or building that is customarily incidental and subordinate to the principal use of the land or building located on the same lot. An accessory use may be established only after the principal use is established.

"**Actual cash value**" means current market value as determined by a certified real property appraiser or actual sales price.

"**Adult-oriented businesses**" means businesses selling goods or entertainment of a sexual nature.

"**Agriculture**" means the use of land for farming, dairying, pasteurizing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including but not limited to storage, harvesting, feeding or maintenance of equipment excluding stockyards, slaughtering or commercial food processing.

"**Airport or heliport**" means any area of land designated and set aside for the landing and taking off of any aircraft regulated by Federal Aviation Administration.

"**Alley**" means a public or private way, at the rear or side of property, permanently reserved as an ancillary means of vehicular or pedestrian access to abutting property.

"**Alcohol Beverage Sales**" shall include:

"**Alcohol Sales, Off-Sale**" means any establishment in which alcoholic beverages are sold or served for consumption off the premises.

"**Alcohol Sales, On-Sale**" means any establishment in which alcoholic beverages are sold or served for consumption on the premises.

"**Alterations**" means any construction or physical change in the internal arrangement of rooms or the supporting members of a building or structure, or change in the appearance of any building or structure.

"**Amusement park**" means an outdoor facility, which may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sales of items, and buildings for shows and entertainment.

"**Ancillary use**" See Accessory Use.

"**Animal hospital**" means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment; the ancillary use of the premises as a kennel or a place where animals or pets are boarded for remuneration.

"**Antenna and Wireless Communication Facilities**" shall include:

"**Antenna**" means any system of dishes, panels, poles, reflecting disks, or similar devices used for the transmission or reception of electromagnetic signals.

"**Antenna structure**" means any structure including mast, pole, or tower, whether ground mounted or mounted on another structure that supports an antenna or an array of antennas.

"**Monopole**" means a freestanding structure with antennas attached to it that consists of a single shaft and has a single contiguous footing designed to be self-supporting without the use of guy wires.

"Small Cell Wireless Facility" means an installation consisting of small radio equipment and antennas that can be placed on structures such as street lights, utility poles and buildings, with supporting equipment which may be ground

mounted. These facilities deliver high transmission speeds but are only able to transmit data at low ranges, thus requiring many more small cell facilities to cover the same area that a single macrocell tower would cover.
Small cells are defined by the FCC as facilities that meet all of the following conditions:

1. The facility meets one of the following mounting height requirements;
   - Is mounted on structures 50 feet or less in height, including antennas; or
   - Is mounted on structures that are at most 10% taller than adjacent structures; or
   - Is mounted not to extend the height of the locating structure more than 10% above its preexisting height; and
2. The volume of each antenna associated with the deployment is no more than 3 cubic feet in volume; and
3. The volume of all other wireless equipment associated with the structure is cumulatively no more than 28 cubic feet.

"**Wireless Communications Facilities (WCFs**)" means any facility or system that transmits and/or received electromagnetic signals, paging systems, personal communications services, and related technologies. A WCF includes antennas, antenna structures, microwave dishes, parabolic structures, WCF support facilities that house support equipment, and other accessory development equipment and structures used to support the operation of the WCF.

"**Wireless Communication Support facilities**" means any enclosed box, cabinet, shed, or structure located on the cell site which houses equipment necessary for the operation of the wireless communication facility.

"**Applicant**" means owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this development code, or the agent(s) of such persons.

"**Assembly/Meeting Facilities, public or private**" means a facility for public or private assembly and meetings, exclusive of places of religious assembly, which is defined separately. Examples of these uses include:

- Banquet rooms
- Civic and private auditoriums
- Community centers
- Conference/convention facilities
- Meeting halls for clubs or other membership organizations

"**Attached**" means any structure that has an exterior wall or roof in common with and connected to another structure.

"**Automobile sales lot**" means an open area used for the display, sale and/or rental of new or used automobiles.

"**Automobile service station**" means an area which provides for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, motor vehicle washing, grease

racks, and motor vehicle repairs, excluding body and fender work, engine overhauling and replacement, transmission work and other similar activities.

"**Automobile wrecking**" means the wrecking or dismantling of motor vehicles or trailers, or the storage of, sale of or dumping of dismantled, partly dismantled, or wrecked motor vehicles or their parts, or salvaging of their parts.

"**Awning**" means a roof-like cover that is attached to and projects from the wall of a building for the purpose of shielding from the elements.

"**Bakery large**" means a commercial enterprise engaged in large-scale production and wholesale marketing of bakery goods, and which may include incidental retail sales.

"**Bakery small**" means a retail commercial enterprise engaged in the production of bakery goods intended for retail sales and may including low-volume wholesale activities.

"**Bar/Tavern**" means a business where alcoholic beverages are sold for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs, brew-pubs, and similar establishments where any food services is subordinate to the sale of alcoholic beverages.

"**Base Flood**" See "Flood zone."

"**Base zone**" means a zoning district which includes use, height, bulk, space, and development standards for the regulation of development in a particular area (e.g., R-1, C-R, I-L).

"**Basement**" means a story partly or completely underground. A basement shall be counted as a story for purposes of height measurement where any portion of a basement has more than one-half of its height above grade.

"Bathroom" means a room or other enclosure containing a water closet, a wash basin, and bathtub or shower.

Pool Bathroom means a room or other enclosure on a residential lot with a pool, containing only a water closet and a wash basin, which is attached or detached from the main structure and only has access from the yard or pool area.

"**Bed and Breakfast**" means a transient lodging establishment primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals to the extent otherwise permitted by law.

"**Berm**" means a mound or embankment of earth.

"**Block**" means a parcel of land surrounded by public streets, highways, freeways, railroad rights-of-way, flood control channels, creeks, washes, rivers or unsubdivided acreage or any combination thereof.

"**Block face**" means one complete side of a block, usually facing a public street.

"**Boarding house**" means a residence or dwelling, other than a motel or hotel, wherein two or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements, whether or not an owner is in residence. No single family residence operated as a group home pursuant to the Community Care Facilities Act, that is otherwise exempt from local zoning regulations, shall be considered a boarding house..

"**Building**" means any structure having a roof supported by columns or walls, built for the support, shelter, or enclosure of persons, animals, or property of any kind.

"**Building area**" means the net portion of the lot remaining after deducting all required setbacks from the gross area of the lot.

"**Building coverage**" means the percent of lot area which may be covered by all the footprints of buildings or structures on a lot.

"**Building height**" means the building height is the vertical distance from the average elevation of the finished grade to the highest point of the structure, excluding chimneys and vents.

"**Building Official**" means the chief building officer of the City or his designee.

"**Building, principal or primary**" means a building in which the principal use is conducted.

"**Building site**" means the ground area of a building together with all open spaces required by this chapter.

"**Campground**" means a plot of ground upon which two or more campsites are located, established, or maintained for occupancy by camping units of the general public as temporary living quarters for recreation, education, or vacation purposes.

"**Camping Trailer**" See "Travel trailer."

"**Camping unit**" means any tent, trailer, cabin, lean-to, or similar structure established or maintained and operated in a campground as temporary living quarters for recreation, education, or vacation uses.

"**Canopy or canopy structure**" means a sheet of flexible material, fabric, or membrane such as nylon, plastic, or other similar material that is supported by or attached to a frame having a location on the ground, and made of fiberglass, metal, wood or plastic, and generally used for the shielding or protection of vehicles or other equipment stored outside. Canopy structures include but are not limited to prefabricated canopies ready-made from simple assembly and canopies which are built, constructed, or composed of parts joined together in some definite manner. This definition excludes awnings attached to structures.

"**Cargo container**" means a large metal box typically used for the shipment of containerized goods.

"**Carport**" means a permanent roofed structure not completely enclosed to be used for vehicle parking.

"**Casita**" means a detached or attached accessory building located on the same premises with the main building, providing living quarters for the use of temporary guests, employees or family members of the occupants of the premises. Such quarters may have a bath and toilet facilities but no kitchen facilities (permanent cooking facilities). The unit may not be rented or otherwise used as a separate dwelling unit unless all the zoning requirements for an accessory dwelling unit are met including setbacks and required parking.

"**Cemetery**" means an area for burial or entombment of the deceased.

"**Centerline**" means a line designated by official survey to be the center of the future or existing fully developed easement, street, road or highway, which may or may not coincide with the construction centerline.

"**Certificate of occupancy**" means a permit issued by the planning and building services department prior to occupancy of a structure to assure that the structure is ready for occupancy with all defects corrected and all construction

debris removed and the site graded to final grade. Additionally, all on-site amenities (i.e., paving, landscaping, etc.) shall be in place prior to the issuance of the permit.

"**Church**" means a building, together with its accessory buildings and uses, where persons regularly assemble for worship, and which buildings, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

"**City**" means the city of Wasco.

"**City attorney**" means the city attorney of the city of Wasco or his/her designee.

"**City council**" means the city council of the city of Wasco.

"**City official**" means any employee of the city of Wasco that has been duly authorized and delegated by the city council.

"**Clinic**" means a place for outpatient medical services to human patients.

"**Club**" means an association of persons (whether or not incorporated) organized for some common purpose, but not including a group organized primarily to render a service customarily carried on as a business.

"**Cluster district**" means a subdivision development in which building lots are sized to conform to the "footprint" of the structures and sited closer together than conventional development, usually in groups or clusters, provided that the total density does not exceed that permitted under conventional zoning and subdivision regulations. The additional land that remains undeveloped is preserved as open space and recreation land. Private development easements around the structures are permitted for inclusion of private landscaping, pools, spas, yards, etc.

"**Cogeneration facility**" means a facility which creates the sequential production of both thermal and electrical energy.

"**Columbarium**" means a structure of vaults lined with recesses for cinerary urns for the ashes of cremated bodies.

"**Combining (overlay) zone districts**" means a zoning district that modifies use, height, bulk, space, or other development standards of the base zone with which it is combined (e.g., CL, design district, A-A).

"**Commercial vehicle**" means a vehicle customarily used as part of a business for the transportation of goods or people.

"**Commission**" means the planning commission of the city of Wasco.

"**Common area**" means land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development and which may include such complementary structures and improvements as are necessary and appropriate.

"**Common property line**" means a lot line shared by two or more properties.

"**Community apartment**" means a development in which an undivided interest in the land is coupled with the right of exclusive occupancy of an apartment located on the land.

"**Community care facility**" means a state-authorized, certified, or licensed family care home, foster home, or group home serving six or fewer mentally disordered or

otherwise handicapped persons or dependent and neglected children (Welfare and Institutions Code 5116).

"Community center" means a building used for recreational, social, educational, or cultural activities, usually owned and operated by a public or nonprofit group or agency.

"Community recreation facility" means a recreational facility, such as a park or swimming pool, maintained and operated for the benefit of residents of a particular residential development, including an apartment, condominium, townhouse, subdivision, or mobilehome park.

"Conditional use permit" means a discretionary entitlement which may be granted under the provisions of this zoning ordinance and which when granted authorizes a specific use to be made of a specific property, subject to compliance with all terms and conditions imposed on the entitlement.

"Condominium" means an estate in real property consisting of an undivided interest in common on a portion of a parcel of real property together with a separate interest in space in a residential, industrial, or commercial building on such real property. (Civil Code Section 783)

"Construction commencement" means the start of construction of substantial site and structural improvements after a building permit has been issued, subject to determination by the planning director.

"Convalescent hospital" means an institution primarily engaged in the care of individuals recovering from illness.

"**Convenience store**" means easy access retail stores selling a combination of alcohol, gasoline, and a range of merchandise to provide a variety of items primarily for the motoring public.

"Council" means the mayor/city council of the city of Wasco.

"Country club" means a land area and building containing recreational facilities, clubhouses, and usual accessory uses, open only to members and their guests for a membership fee.

"County" means the county of Kern.

"Crematory" means a building or structure operated in conjunction with a columbarium, mausoleum, cemetery, or mortuary containing one or more furnaces for the reduction of bodies of deceased persons to cremated remains.

"**Cul-de-sac**" See "Street, cul-de-sac."

"**Day Care, Adult**" means a state-licensed facility that provides nonmedical care and supervision for adult clients for periods of less than 24 hours for any client.

"**Day Care, Child**" means facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours. These facilities include the following, all of which are required to be licensed by the State Department of Social Services.

"Day Care, Small Family (8 or fewer children)" means a day care facility located in a single family residence where an occupant of the residence provides care and supervision for eight or fewer children, including children under the age of ten years who reside in the home.

"**Day Care, Large Family (9 to 14 children)**" means a day care facility located in a single family residence where an occupant of the residence provides care and

supervision for 9 to 14 children, including children under the age of ten years who reside in the home.

"**Days**" shall always be consecutive calendar days unless otherwise stated.

"**Decision-making Authority**" means the planning director, planning commission, or city council, depending on which has been assigned the responsibility and authority for reviewing and approving a particular permit pursuant to Chapter 17.50 of this code.

"**Dedication**" means a conveyance of land to some public use, especially streets, made by owner and accepted for such use by or on behalf of the public.

"**Defensible space**" means a design concept term used to describe a series of physical design characteristics that maximize resident control of behavior, particularly crime, within a public semiprivate, or private area, structure, or community.

"**Density**" means the number of dwelling units per gross acre, unless otherwise stated, for residential uses.

"**Density bonus**" means a density increase over the otherwise maximum residential density allowable by the applicable general plan land use category.

"**Department**" means the city of Wasco planning and building services department, hereafter referred to as the "department."

"**Design**" means and includes the planning and engineering of the following: street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignment and grades thereof; location and size of all required easements and rights-of-way; fire roads and fire breaks; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational purposes; building and other such specific physical and aesthetic requirements.

"**Detached**" means any building or structure that does not have a wall or roof in common with any other building or structure.

"**Development**" means the placement or erection of any solid material or structure; discharge or disposal of any dredged material or any gaseous liquid, solid or thermal waste; grading, removing, dredging, mining or extraction of any soil or materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure including any facility of any private, public or municipal utility; and the removal of any major vegetation. As used in this code, "structure" includes but is not limited to any building, road pipe flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line. A "project," as defined in Government Code Section 65931, is included with this definition. An increase of twenty-five percent or more on assessed valuation shall be considered a substantial increase in development.

"**Director**" means the director of the city of Wasco planning department.

"Discretionary decision" means a decision requiring the exercise of judgment or deliberation when the public official or body decide to approve or disapprove a particular activity.

"Domestic agriculture" means agricultural activities carried on for noncommercial purposes.

"Dormitory" means a structure intended principally for sleeping accommodations, and where non-individual kitchen facilities are provided, where such structure is related to an educational or public institution or is maintained and operated by a recognized nonprofit welfare organization.

"**Double Frontage Lot**" See "Lot (through)."

"**Drive-Through or Drive-Up Facilities**" means an establishment that sells products or provides services to occupants in vehicles, including drive-in or drive-up windows and drive-through services.

"Dwelling" means a structure or portion thereof designed exclusively for residential occupancy, not including hotels or motels. (See Dwelling Unit)

"**Accessory Dwelling Unit**" means an attached or detached dwelling unit which provides complete independent living facilities for one or more persons on a single family lot with a primary dwelling.

"Dwelling unit" means one or more rooms including bathrooms and a single kitchen, designed as a unit for occupancy by one family for living and sleeping purposes.

"**Multifamily Dwelling**" means a structure containing three or more dwelling units designed for the independent occupancy of three or more households.

"**Primary Dwelling**" means an existing single unit residential structural on a single lot containing complete independent living facilities, and occupied by one family.

"**Single-Family Dwelling**" means a detached or attached building designed for and occupied exclusively by one family. The single-family dwelling unit shall only be allowed one kitchen.

"**Duplex Dwelling**" means two dwelling units on a single parcel. Units may be attached or detached and may include condominiums.

"Easement" means a grant of one or more property rights by the property owner for the use of public, a corporation or another person or entity.

"**Eating and Drinking Establishments**"

"**Bar, Taverns and Cocktail Lounges**" means any establishment that sells or serves alcoholic beverages for consumption on the premises, and in which persons under 21 years of age are restricted from the premises.

"**Bar, Taverns and Lounges with Food Service**" means any establishment that sells or serves alcoholic beverages for consumption on the premises, and in which food service is available and may be consumed on the premises.

"**Outdoor Dining**" means a dining area with seats and/or tables located outdoors of a sit-down restaurant, fast food or other food service establishment. Outdoor dining is located entirely outside the walls of the contiguous structure or enclosed on one or two sides by the walls of the structure, with or without a solid roof cover.

"**Restaurant, Fast Food with or without Drive-Through**" means a restaurant with a limited menu of ready-to-eat food where customers go to a counter or outside

window to place their order for consumption either within the restaurant building or off the premises. Fast food restaurants have limited to no indoor seating, may include outdoor seating, and may include a drive-up window for ordering and receipt of food by persons within a vehicle.

"**Restaurant, Sit-Down**" means a restaurant with indoor seating where wait staff take orders and deliver food to the customer's table. Sit-down restaurants may include outdoor seating.

"**Restaurant with Full or Limited Bar Service**" means a sit-down restaurant where alcoholic beverage service is available at the customer's table or at a service bar within the restaurant.

"**Educational institution**" means a school, college or university, supported wholly or in part by public funds or giving general academic instruction equivalent to the standards prescribed by the State Board of Education.

"**Emergency shelter**" means housing with minimal support services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"**Entertainment (live)**" means any act, play, revue, pantomime, scene, dance act, or song and dance act, or any combination thereof, performed by one or more persons whether or not they are compensated for the performance.

"**Family**" means an individual, or two or more persons related by blood, marriage or legal adoption, or a group of not more than six persons who are not so related living together as a single housekeeping unit.

"**Farm labor housing, contract labor**" means living quarters, either single-family or group housing, provided by a labor contractor for farm laborers which are not full-time farm employees on lands owned or leased by the owner of the living quarters.

Farm Labor Housing, On-site Employee. "On-site employee farm labor housing" means living quarter, either single-family or group housing, provided for full-time farm laborers employed on the site or on lands owned or leased by the owner of the living quarters.

"**Farmers market**" means a retail market where agricultural produce is offered for sale to the general public, either within an enclosed building or outdoors.

"**Fast-food restaurant**" means an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building or off the premises. (See Eating and Drinking Establishments)

"**Fence**" means an artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

"**Flood boundary floodway map (FBFM)**" means an official map on which the Federal Insurance Administration, using their own information or information supplied by the Kern County Water Agency, the Kern County Public Works Department, the State Reclamation Board, or other federal agencies, has delineated both the areas of flood hazard and the floodway.

"Flood insurance rate map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special and historical flood hazards and the risk premium zones applicable to the city of Wasco.

"Flood or flooding" means any general and temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters or from the unusual and rapid accumulation of runoff of surface waters from any source.

"Flood zone" means the area with a 1% annual chance of flooding (referred to as the 100 year flood), also known as the base flood which has a one percent chance of being equaled or exceeded in any given year. Also, the base flood elevation is the water surface elevation of the 100 year flood. .

"Floodplain" means a land area adjoining a river, stream, watercourse, or lake which is likely to be flooded, including alluvial cones, wherein streams may change their course.

"Floodway or designated floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot or increasing the velocity to greater than seven feet per second, whichever results in the widest floodway. The floodway is delineated on the flood boundary floodway map and the State Reclamation Board Designated Floodway Map. Floodways are also delineated on the official zoning maps as floodplain primary (FPP) district.

"**Floor Area**" means the total gross area, in square feet, of all floors below the roof and within the outer surface of the walls of a building or structure.

"**Floor Area Ratio (FAR)**" means the numerical value obtained by dividing the total gross floor area of a building or structure located on a lot by the net area of the lot.

"Fowl" means any bird that is used for food or as food. Included in this definition are roosters, chickens, turkeys, ducks, geese and game hens.

"Front wall" means the nearest wall of a structure to the street upon which the structure faces, but excluding cornices, canopies, eaves, or any other architectural embellishments.

"Frontage" means that portion of a lot which abuts a public or private street or highway to which the lot has the right of access.

"**Building Frontage**" means the face of a building that contains the primary entrance to the building and is parallel to or is at a near parallel angle to a public street, or a building's primary entrance that faces onto a parking lot.

"Funeral home" means an establishment with facilities for the preparation of the deceased for burial or cremation, for the viewing of the body, and for funerals.

"Garage" means an enclosed building, or a portion of an enclosed building used for the parking of vehicles.

"**Garage and Yard Sales**" means the temporary sale of goods, wares, or equipment from a residential property used as a residence. Items sold shall be the resident's personal property and shall not include new or used items collected from other properties or sources.

"**General plan**" means the city of Wasco general plan as adopted by the city council, pursuant to Government Code, hereafter referred to as the "general plan."

"**Grade**" means the degree of rise or descent of a sloping surface (see slope), and the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five feet of a sidewalk, said ground level shall be measured at the sidewalk.

Granny Flat. See "Accessory dwelling unit."

"**Gross acreage**" means the total area within the lot lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.

"**Gross floor area**" means the area included within the surrounding exterior finish wall surface of a building or portion thereof, exclusive of courtyards.

"**Group care facility**" means a facility or detached dwelling unit providing twenty-four hour non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.

"**Guest house**" means living quarters, having no kitchen facilities, located on the same premises with a main building and occupied for the sole use of members of the family temporary guest, or persons permanently employed on the premises.

"**Guest ranch**" means a building or buildings and open space for use of transients only, providing housing and meals and having recreational activities of one or more types for compensation.

"**Habitable structure**" means any structure used for living purposes, including working, sleeping, cooking, eating, or recreation.

"**Hardscape**" means areas such as patios, decks, driveways, paths and walkways that do not require irrigation. Artificial turf shall not be considered hardscape.

"**Hazardous waste**" means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either:

1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible, illness;
2. Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of or otherwise managed.

"**Hedge**" means a fence or barrier formed of bushes set close together.

"**Height**" means the vertical distance from the base to the top of any structure, measured from lowest point of the structure, or finished grade.

"**Hog ranch or farm**" means any premises used for the commercial breeding or raising of hogs which are kept confined as a stockyard and fed concentrated food for the purposes of developing or fattening the animals for retail or wholesale sale. (Hogs raised as an FFA, 4-H, or junior farmer project are not to be classified as a hog ranch or farm unless the express purpose is for the commercial wholesale or retail sales market.)

"**Home occupation**" means an activity conducted in compliance with Section 17.40.120 carried out by an occupant conducted as an accessory use within the primary dwelling unit.

"**Horticultural**" means the cultivation of an orchard, garden, or garden on a small or large scale.

"**Hospital**" means an institution, designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

"**Hotel**" means a facility offering transient lodging accommodations, not to exceed 30 days, on a daily rate to the general public with most rooms gaining access from an interior hallway, and providing additional services, such as restaurants, meeting rooms, and recreation facilities.

"**Household pets**" means up to six (6) domesticated animals customarily kept by humans for companionship, including cats, dogs, fish and birds generally kept within a main building or on a residential property, and not for breeding, scientific or fur-bearing purposes.

"**Infill development**" means development that occurs on up to four contiguous vacant lots scattered within areas that are already largely developed or urbanized.

"Internet or Cyber Café" means an establishment that provides one or more computers and/or other electronic devices for access to the world wide web, internet, e-mail, gaming, or computer software programs, and which seeks compensation from users.

"**Junk" and "salvage facility (also, dismantling and wreckage yard**)" mean primary or accessory use of structures and/or land for storage, dismantling and/or selling of cast-off, unused, scrap or salvage material of any sort.

"**Kennel**" means any lot where four or more dogs, cats, or other small animals over the age of four months are kept, where such keeping is for pleasure, profit, breeding, or exhibiting, including places where the animals are boarded, kept for sale, or hire.

"**Kitchen**" means any room, all or part of which is designed and/or used for storage, refrigeration, cooking and the preparation of food.

"**Land use**" means a description of how land is utilized.

"**Landscaping**" means an area devoted to or developed and maintained predominantly with native or exotic plant materials including turf, groundcover, trees, shrubs, and other plant materials; and also including accessory decorative outdoor landscape elements such as pools, fountains, paved or decorated surfaces (excluding driveways, parking, loading, or storage areas), and sculptural elements.

"**Laundromat**" means an establishment providing washing, drying, or dry cleaning machines on the premises for rental use to the general public for family laundering or dry cleaning purposes.

"**Livestock**" means any cattle, sheep, swine, goat, horse, mule, or other equine animals.

"**Livestock feedlot**" means an enclosed area where animals are confined and fed concentrated food to raise or fatten them for slaughter or commercial sale.

"**Living area**" means the interior inhabitable area of a dwelling unit, including the basement and attic, but excluding the garage or any accessory structure.

"**Lot**" means a parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon. The classification of lots are as follows:

Figure 9-1
Lot Types

1. "**Abutting Lot**" means a lot having a common property line with the subject lot.
2. "**Corner Lot**" means a lot located at the intersection of two or more streets at an angle of not more than one hundred thirty-five degrees. If the angle is greater than one hundred thirty-five degrees, the lot shall be considered an interior lot.
3. "**Cul-de-Sac Lot**" means a lot located on the curving portion of a dead end cul-de-sac street.
4. "**Flag Lot**" means a lot having access or an easement to a public or private street by a narrow, private right-of-way.
5. "**Interior Lot**" means a lot abutting only one street.
6. "**Key Lot**" means a lot with a sideline that abuts the rear line of any one or more adjoining lots.
7. "**Reverse Corner Lot**" means a corner lot, the rear of which abuts the side of another lot.
8. "**Through Lot**" means a lot having frontage on two parallel or approximately parallel streets.

"**Lot Area**" The total area within the lot lines of a lot, excluding any street rights-of-way and including only that area which is usable for its intended purpose.

"**Lot Coverage**" That portion of the lot that is covered by buildings and structures.

"**Lot Depth**" The average distance between the front and rear lot lines or between the front line and the intersection of the two sidelines, if there is no rear line.

"**Lot Frontage**" The portion of the lot contiguous to the street.

"**Lot Line**" Any boundary of a lot. The classifications of lot lines are:

1. **Front**. On an interior lot, the line separating the parcel from the street. On a corner lot, the shorter lot line abutting a street. (If the lot lines on a corner lot are equal in length, the front lot line shall be determined by the planning director.) On a through lot, the lot line abutting the street providing access to the lot.
2. **Interior**. Any lot line not abutting a street.
3. **Rear**. A lot line, not intersecting a front lot line, which is most distant from and most closely parallel to the front lot line. In the case of an irregularly shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of ten feet, parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks, and other provisions of this development code.
4. **Side**. Any lot line which is not a front or rear lot line.

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

"Lower income households" means households with incomes eighty percent or less of the county median income, or these superseded by the guidelines which comply with the California Department of Housing and Community Development Guidelines.

"Main building" means the building in which the principal use of a lot is located.

"Major highway" means a highway which is used, designed to be used, or is necessary to carry heavy volumes of traffic, and designated as a "major highway or arterial" in the circulation element of the general plan.

"Majority Vote" means a vote of more than half the voting body. For the purposes of the 5 member City Council and Planning Commission the majority would be 3 votes. The 3 vote majority would be required regardless of the number of council or commission members actually present at the time the vote takes place.

"Manager/Caretaker's Quarters" means an accessory dwelling on a nonresidential premises occupied by the person employed principally on-site for purposes of 24 hour care, maintenance and protection of the nonresidential property, equipment and improvements.

"Manufactured home" means a dwelling unit which is manufactured at an off-site location and assembled on-site on a permanent foundation with permanent service connections.

"**Marijuana (Cannabis)**" means all parts of the plant Cannabis sativa L., whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the

plant, its seeds or resin. The definition also includes the following activities and appurtenances:

1. **Commercial Marijuana Activity**. The cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana products.
2. **Delivery**. The commercial transfer of marijuana products to a customer, including the use by a retailer of any technology platform to arrange or facilitate the commercial transfer of marijuana or marijuana products.
3. **Manufacture**. To compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.
4. **Marijuana Accessories**. Any equipment, products or materials of any kind which are used or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, producing, processing, preparing, testing, analyzing, packaging, storing, vaporizing, or containing marijuana for ingesting, inhaling, or otherwise introducing marijuana or marijuana products into the human body.
5. **Marijuana Cultivation**. Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
6. **Marijuana Dispensary**. A facility where marijuana, cannabis products or devices for the use of cannabis or cannabis products are offered for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.
7. **Marijuana Distribution**. The procurement, sale, and transport of marijuana and marijuana products between entities for commercial use purposes.
8. **Marijuana Products**. Marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis or an edible or topical product containing marijuana or concentrated cannabis and other ingredients.

"**Mausoleum**" means a tomb for one or more deceased persons.

"**Median**" means a paved or planted area separating a street or highway into two or more lanes of opposite direction of travel.

"**Median income**" means a specified threshold which complies with the California Department of Housing and Community Development Guidelines where one-half of the county earns more and one-half of the county earns less income.

"**Mineral exploration**" means exploration by scientific means, in a manner similar to the exploration for petroleum products, for the purpose of determining the existence and extent of commercial mineral deposits.

"**Mini-mall**" means a parcel with a commercial structure divided into at least three spaces for rent or a parcel with a collection of structures with different tenants.

"**Ministerial decision**" means a decision requiring the application of the statutes, ordinances, or regulations to the facts as prescribed and involving little or no exercise of judgment by the public official or decision-making body as to the wisdom or manner of carrying out a project.

"**Mini-storage or Mini-warehouse**" means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

"Minor plan modification" means a minor change or modification of an approved development plan which is not in conflict with the intent, policy, or expectations or original project approvals.

"Mixed use development" means the development of a parcel(s) or structure(s) with two or more different land uses such as, but not limited to a combination of residential, office, manufacturing, retail, public, or entertainment in a single or physically integrated group of structures.

"Mobilehome" means a factory built structure as permitted by the State of California, transportable in one or more sections, designed and equipped to contain a residential dwelling unit to be used with or without a foundation system. Mobilehome does not include a recreational vehicle, commercial coach, or manufactured home.

"Mobilehome accessory structure" means any awning, cabana, ramada, storage cabinet, storage building, private garage, carport, fence, windbreak, or porch of any residential building or structure established for the use of the occupant of a mobilehome.

"Mobilehome park" means an area or tract of land where two or more spaces are rented or leased or held out for rent or lease but not divided as owner occupied lots to accommodate mobilehomes for human occupancy.

"Model home" means a home which is completed, furnished and landscaped, and may be used as a sales office and/or design center to market a residential home development. Only one model home per approved floor plan for the development will be allowed, and if the residential home development is phased, only one model home complex will be allowed regardless of the number of construction phases.

"Moderate income" means persons with income of eighty percent to one hundred twenty percent of the county median income.

"Mortuary" means a place in which the deceased are kept until burial.

"Motel" means a group of attached or detached buildings containing individual sleeping or living units, providing transient accommodations for up to thirty days with garage or parking space conveniently located to each unit with most rooms gaining access from an exterior walkway, including tourist courts, auto courts, or motor lodges.

"Multifamily" means three or more dwelling units on a single parcel including triplex, fourplex, or other multifamily configuration. Units may be attached or detached and may include condominiums (See Dwelling).

"Nature or wildlife preserve" means an area set aside for the preservation of natural vegetation or wildlife where the general public may view the vegetation or wildlife, with or without charge.

"Neighborhood" means an area of a community with characteristics that distinguish it from other community areas and which may include distinct ethnic or economic characteristics or boundaries defined by physical barriers, such as major highways and railroads or natural feature, such as rivers.

"Net site area" means the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated or reserved for public use are deducted from such lot or parcel.

"Nightclub" means a facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live or recorded music, singing, dancing, comedy, etc., and where any food service is subordinate to the sale of alcoholic beverages.

"**Nonconforming (legal)**" means a structure, lot or use, the size, dimensions, location or use of which was lawful prior to the adoption, revision, or amendment to this zoning ordinance but which fails by reason of such adoption, revision, or amendment, to conform to the present requirements of the zoning or districts.

"**Nonconforming (illegal)**" means a structure, lot, or use which did not conform to applicable laws when constructed or initiated, and does not conform to the provisions of this chapter.

"**Nuisance**" means an interference with the enjoyment and use of property.

"**Occupancy or occupied**" means the residing of an individual or individuals overnight in a dwelling unit, or the installation, storage, or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.

"**Official plan line**" means the future right-of-way of any road or highway as adopted by resolution of the city council.

"**Off-site**" means located outside the lot in question.

"**Off-street parking**" means an area for the temporary storage of motor vehicles that is directly accessible to but not located on a dedicated street right-of-way.

"**Oil or gas exploration by scientific means**" exploration by scientific means includes, but is not limited to, the following: seismic surveys, magneto-telluric, magnetometer or gravity meter surveys; surface mapping and holes less than five hundred feet deep drilled for the purpose of taking core samples, velocity readings, temperature measurements, or water samples.

"**One ownership**" means ownership of real property by a person, persons, firm, corporation, or partnership, or any combination thereof, individually, jointly, or in common whereby such property is under a single or unified control.

"**Open space**" means any parcel or area of land or water which is devoted to one or more of the following uses:

1. **Open Space, Common**. The total land area within a residential development that is not individually owned nor dedicated for public use, and that is designed and reserved exclusively for the shared use of the residents of the development and their guests. Common open space typically has recreational or leisure features for active or passive use and enjoyment.
2. **Open Space, Private**. Private open space is usable open space adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling and their guests.
3. **Open Space, Natural**. Any open space that has not been landscaped or otherwise provided with amenities, and is generally kept in a natural state.

"**Ordinance**" means the zoning ordinance of the city of Wasco, Title 17, of the Wasco Municipal Code.

"**Parcel**" means a lot or parcel of land under one ownership that has been legally subdivided or combined and is shown as a single parcel on the latest equalized assessment roll. (See Lot.)

"**Park**" means public or private land used for active and/or passive recreation.

"**Parking facility**" means any public or private land area designed and used for parking motor vehicles, including parking lots, garages, private driveways, and legally designated areas of public streets.

"**Parkway**" means the area of a public street that lies between the curb and the adjacent property line or physical boundary definition such as fences or walls, which is used for landscaping tree lines and/or passive recreational purposes.

"**Patio**" Means a paved unclosed outdoor area that is used for lounging, dining, etc.

"**Patio Cover**" Means a solid or open roof structure, and covering a patio, platform, or deck area, and that is either detached from or attached to another structure.

"**Permanent storage**" means the storage of motor vehicles, trailers, airplanes, boats, parts thereof, or building materials for a period of forty-eight or more consecutive hours.

"**Permit**" means written governmental permission issued by an authorized official empowering the holder thereof to do some act not forbidden by law but not allowed without such authorization.

"**Permitted use**" means any use allowed in a land use zoning district and subject to the provisions applicable to that district.

"**Person**" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, company, joint stock association, corporation, estate, trust, organization, business, business trust, public agency, school district, state of California, and its political subdivisions or instrumentality's, receiver, syndicate or any group or combination thereof, acting as a unit, including any trustee, receiver or assignee.

"Personal Services – General" means establishments that provide recurrently needed services of a personal nature, examples of which include:

- Acupuncture and acupressure
- Barber shops, hair salons, and estheticians
- Clothing rental shops
- Dry cleaning/laundry pick-up stores with limited on-site cleaning equipment
- Locksmiths
- Nail salon
- Shoe repair
- Tailors and seamstresses
- Ticket services shops

"Personal Services – Restricted" includes personal services with characteristics that have the potential to adversely impact surrounding areas and which may need to be dispersed to minimize their potential adverse impacts, examples of which include:

- Fortune-telling and psychic services
- Holistic medicine
- Laundromats (self-service laundries)
- Message establishments
- Palm and card reading
- Tanning salons
- Tattoo and body piercing services

"**Planned residential development (PRD)**" means a type of development characterized by comprehensive planning for the project as a whole, clustering of structures to preserve usable open space and other natural features, and a mixture of housing types within the prescribed densities.

"**Planning commission**" means hearing and review body established by city of Wasco Ordinance No. 36 (1948).

"**Planning director**" means the planning director for the city of Wasco or his/her designee.

"**Plot**" means a single unit parcel of land; or a parcel of land that can be identified and referenced to a recorded plat or map.

"**Plot plan**" means a plan graphically describing proposed and existing buildings, structures, lot lines, and other required information submitted in conjunction with an application for discretionary or ministerial review and approval.

"**Porch**" Means any covered area located at a building entrance, whether it is a projecting feature with a separate cover or a recessed area behind the building wall.

"**Poultry ranch**" means the raising, breeding, hatching of poultry for commercial purposes.

"**Preschool**" means a licensed public or private institution which provides structured educational services to children between the ages of two and five.

"**Principal dwelling**" means the dwelling in which is conducted the principal residential use of the lot on which it is located.

"**Principal use**" means the primary or predominant use of any lot, building or structure.

"**Produce stand**" means a permanent or temporary structure utilized for the sale of agricultural, horticultural, or farming products grown or produced by the owner or lessee of the property on which the structure is located, is used throughout the year and no thirty-day time period elapses where the stand is not utilized. A temporary stand is one that is used seasonally and normally periods of time in excess of thirty days pass where the stand is not utilized.

"**Prohibited use**" means a use that is not permitted in a zoning district.

Property Line. See "Lot line."

"**Public hearing**" means a meeting announced and advertised in advance and open to the public with the public given an opportunity to talk and participate.

"**Public park**" means a park, playground, swimming pool, beach, pier, reservoir, golf course or athletic field within the city which is under the control, operation or management of the city, the county, the state, or parks district.

"**Public right-of-way**" means a strip of land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer and/or public uses.

"**Public works department**" means the public works department of the city of Wasco.

"**Public works director**" means the public works director of the city of Wasco or his/her designee.

"**Quadruplex**" means four attached dwellings in one structure in which each unit has two open space exposures and shares one or two walls with the adjoining unit or units.

"**Quarry**" means a place where rock, ore, stone and similar materials are excavated, processed for sale or for off-site use.

"**Queue (line**)" means an area for temporary awaiting of motor vehicles or pedestrians while obtaining a service or other activity.

"**Reasonable Accommodation**" means providing disabled persons flexibility in the application of land use and zoning regulations and procedures, or even waiving certain requirements, when necessary, to eliminate barriers to housing opportunities.

"**Recharging Station**" means a location that supplies electricity for the charging of electric vehicles, including plug-in hybrids.

"**Recreational vehicle**" means a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pickup campers, camping trailers, motor coach homes, converted trucks or buses, boats and boat trailers, and all terrain vehicles.

"**Recreational vehicle park**" means an area or tract of land where one or more spaces are rented or held out for rent to owners or users of recreational vehicles or tents and which is occupied for sixty consecutive days or less.

"**Recycling**" means the process by which waste products are reduced to raw materials and transformed into new products, including automobiles.

"**Rehabilitation**" means the upgrading of a building previously in a dilapidated or substandard condition for human habitation or use.

"**Religious institution**" means a structure which is used primarily for religious worship and related religious activities.

"**Repair - vehicle**" means the major repair or overhaul of any vehicle, including but not limited to the following: pulling head, motor, transmission, rear end, or body work, as distinguished from minor tune-up, replacing hoses, fan belts, and spark plugs.

"**Research and Development**" Means a use that conducts research, development, or controlled production of high-technology industrial or scientific products or commodities for sale.

"**Residence**" means a home, abode, or place where an individual family is actually living at a specified point in time.

"**Residential accessory structures**" means buildings and structures normally associated with dwellings, such as detached garages, carports, greenhouses, storage buildings, and swimming pools, but excluding cargo containers.

"**Residential care facility**" means a family home, group home, group care facility, or similar facility operated to provide twenty-four hour non-medical care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual. Convalescent facilities, rest homes, and board and care facilities are included in this definition.

"**Residential Care Facility for the Elderly (RCFE**)" Means a housing arrangement chosen voluntarily by the residents, or the residents' guardians, conservators or other responsible persons, where 75 percent of the residents are at least 62 years of age, or if younger have needs compatible with other residents, and where varying levels of care and supervision are provided, as agreed to at time

of admission or as determined necessary at subsequent times of reappraisal. These facilities must comply with California Code of Regulations Title 22, Division6, Chapter 8 provisions.

RCFE projects include the following defined facilities:

1. **Assisted Living Facility**. A residential facility that provides housing, personal and health care designed to respond to the daily needs of the residents. Assisted Living Facilities may include kitchenettes (small refrigerator, sink and/or microwave oven) within individual rooms. These facilities are required to be licensed by the California Department of Social Services, and do not include skilled nursing services.
2. **Independent Living Center/Senior Apartment**. Independent living centers and senior apartments are multi-family residential projects reserved for senior citizens, where common facilities may be provided, but where each dwelling unit has individual living, sleeping, bathing, and kitchen facilities.
3. **Life Care Facility**. Sometimes called “continuing care retirement communities, these facilities provide a wide range of care and supervision, and also provide health care (Skilled nursing) so that residents can receive medical care without leaving the facility.

"**Residential hotel**" means a hotel offering simple room or suite accommodations on a weekly or monthly basis. (also see single room occupancy - SRO)

"**Resort hotel**" means a group of buildings containing guest rooms and providing outdoor recreational activities.

"**Rest home**" means an institution primarily engaged in the provision of permanent living space for the elderly or mentally infirm.

"**Restaurant**" means a use providing preparation and retail sale of food and beverages, including cafe’s coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e., pizza), and similar uses, and may include licensed "on-site" provision of alcoholic beverage for consumption on the premises when accessory to such food service.

Restaurant, Café, Coffee Shop. Means a retail business selling ready-to-eat food and/or beverages for on or off-premise consumption. These include establishments where customers are served from a walk-up ordering counter for either on or off-premise consumption, and establishments where customers are served food at their tables for on-premise consumption, that may also provide food foe take-out.

Restaurant, Drive-Through. "Drive-through restaurant" means a use providing preparation and retail sale of food and beverages, as defined under "Restaurant" with added provision of one or more drive-through lanes for the ordering and dispensing of food and beverages to patrons remaining in their vehicles.

"**Retail services**" means establishments in selling goods or merchandise to the general public for personal or household consumption.

"**Review authority**" means the person, committee, commission or council responsible for the review and/or final action on a land use entitlement (See Table 5-1).

"**Rezone**" means to change the zoning classification of particular lots or parcels pursuant to provisions of this chapter.

"**Right-of-way**" means a strip of land acquired by reservation, dedication, prescription, or condemnation and intended to be occupied or is occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, waterline, sanitary storm sewer, or other similar uses.

"Road" See "Street."

"**Roof**" means the outside top covering of a building.

"Rooming House". See "Boarding house."

"**Rounding of quantities**" means the consideration of distances, unit density, density bonus calculations, or other aspects of development of the physical environment expressed in numerical quantities which are fractions of whole numbers; the numbers are to be rounded to the nearest highest whole number when the fraction is one-half or more, and to the next lowest whole number when the fraction is less than one-half, except as otherwise provided in this chapter.

"**Sanitary landfill**" means a disposal site employing an engineered method of disposing of solid wastes in a manner that minimizes environmental hazards by spreading, compacting to the smallest practical volume, and applying cover material over all exposed wastes at the end of each operating day.

"**Satellite dish antenna**" means an apparatus capable of receiving or transmitting communications from a satellite.

"**School**" means an institution of learning for minors, whether public or private, which offers instruction in those courses of study required by the California Education Code or which is maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior high school, senior high school or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college, or university.

"**Second dwelling unit**" (See Accessory Dwelling Unit).

"**Secondary highway**" means a street or highway to carry moderate volumes of traffic and designed as a "Secondary Highway Collector Street" or in the circulation element of the general plan and described in the city of Wasco subdivision standards.

"**Secondhand store**" Means a business involved in the retail sale of used goods or merchandise such as a thrift store, whereby the sale of such used goods and merchandise comprise 25 percent or more of total monthly sales volume. This definition does not include pawn shops and/or swap meets. (See also MC Chapter 5.18)

"**Senior congregate care housing**" means a structure(s) providing residence for a group of senior citizens (sixty years of age or more) with central or private kitchen, dining, recreational, etc., facilities with separate bedrooms and/or living quarters.

"Services, Commercial" "Commercial services" means establishments providing services or entertainment, as opposed to products, to the general public.

"**Setback**" means the required distance that a building, structure, parking or other designated item must be located from a lot line.

Setback, Front/Rear Average. See provisions in Section 17.30.080 of this title.

"**Sidewalk**" means a paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

"**Sidewalk/parking lot sale**" means a promotional sales event conducted by one or more businesses which is held outside the confines of the commercial or manufacturing structure(s) in which such business is normally conducted and which sale involves the outdoor display within a paved or concrete area on the same lot as the structure(s) of merchandise which is normally displayed within the structure(s).

"**Sign**" means any object, device, display, or structure, or part thereof, situated outdoors, or indoors, which is used to advertise, identify, display, or direct attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, or projected images. (See Chapter 17.38 for further interpretation of signage and signage related definitions.)

"**Single room occupancy (SRO) facility**" means a building or buildings constructed or converted for residential living consisting of one-room dwelling units, where the living and sleeping spaces are combined. A unit that contains both a bathroom and kitchen shall be considered a studio and not a Single-Room Occupancy unit.

"**Site**" means any lot or parcel of land or combination of contiguous parcels of land.

"**Site line**" means the area with a site triangle preserved at a height between thirty inches to eight feet above grade and to be maintained free of landscaping and structures to preserve safety at an intersection.

"**Site plan review**" means a plan graphically describing proposed buildings, structures, and other required information submitted in conjunction with an application for discretionary review and approval.

"**Site triangle**" means a line of site or vision preserved to protect public health and safety associated with vehicle and pedestrian conflict at intersections defined as the area within twenty-five feet parallel to each public street or right-of-way with the connecting line or hypotenuse of the triangle defining the area. No structures with a height between thirty inches and eight feet shall be located within said site triangle with the exception of the government and traffic regulatory signals.

"**Slope**" means the degree of deviation of a surface from the horizontal, usually expressed in percent. Slope percentage calculated as rise ÷ run x 100.

"**Small fowl**" means birds raised or grown for hobby purposes, show, or racing, normally no larger than a small chicken (e.g., pigeon, parrot, or cockatiel).

"**Smoke shop**" See Tobacco Store

"**Soffit**" means the horizontal underside of an eave.

"**Solar energy system**" Solar energy system shall have the same meaning as the term is defined in Subsection (j)(4) of Section 65850.5 of the California

Government Code, as amended from time to time or replaced by a successor statute.

"**Solid waste**" means all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

"**Specific plan**" means a plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and the provisions of Government Code Section 65450 et seq.

"**Specific plan line**" means the designated centerline of any road or highway as adopted by resolution of the city council from which the ultimate right-of-way is determined in accordance with the circulation element of the general plan.

Stable, Commercial. "Commercial stable" means a structure for the keeping of horses, mules or ponies which are boarded for compensation.

Stable, Private. "Private stable" means an accessory structure for the keeping of horses or ponies for the use of occupants of the premises.

"**Start of construction**" means the first placement of permanent construction on a site, such as the pouring of slabs or footings, or any site preparation work, including, but not limited to, leveling and grading.

"**Stockyard**" means an enclosed area where livestock are temporarily confined and fed concentrated food while waiting for shipping to market, slaughter, or resale.

"**Storage**" means a space or place where goods, materials and/or personal property is put for more than twenty-four hours.

"**Story**" means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between such floor and ceiling above it.

Half Story. "Story, half" means a story with at least two of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds of the floor area immediately below it.

"**Stream**" means a watercourse having a source and terminus, banks, and channel through which waters flow at least periodically.

"**Street**" means any public or private thoroughfare, which affords a primary means of access to abutting property.

Street, Cul-de-sac. "Cul-de-sac street" means a street with a single common ingress and egress and with a turnaround at the end.

Street, Local. "Local street" means a street designed to provide vehicular access to abutting property and to discourage through traffic.

Street, Private. "Private street" means a street owned and maintained by a person or persons and intended for access to a limited number of private lots.

Street, Public. "Public street" means a street built to standards required and maintained by the city of Wasco.

"**Structure**" means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

"**Structure floor**" means the floor sheathing, structural beams, floor joists, or concrete slab of a building.

"**Subdivision"** means the division of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units for the purpose of sale, lease, or financing, whether immediate or future, except for leases of agriculture purposes.

"**Substantial improvement**" means a building permit issuance as is required by the city of Wasco Municipal Code and where such building permit valuation exceeds twenty-five percent of the assessed value of the improvements on the site as shown on the Kern County assessor's roll within any twelve-month period.

"**Supportive housing**" means housing with no limit on length of stay, that is occupied by a target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. A target population means persons with low incomes having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions. Supportive housing may be designed as a residential group living facility or as a regular residential use and includes the following:

1. **Supportive Housing – Housing Type** means two or more dwelling units on one parcel, where each unit functions as a single housekeeping unit and no on-site social services are provided.
2. **Supportive Housing – Residential Care Facility Small Type** means one residential facility on a parcel with six or fewer residents, excluding staff, that operates as a group living facility, where residents share a common living area and a kitchen.
3. **Supportive Housing – Residential Care Facility Large Type** means a residential facility on a parcel with seven or more residents that operates as a group living facility, where residents share a common living area and a kitchen.

"**Swap meets**" means any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and, where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, or other markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

"**Temporary structure**" means a structure without any foundation or footings and which is removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

"**Temporary use**" means a use established for a specified period of time, with the intent to discontinue the use at the end of the designated time period.

"**Tobacco Store or Smoke Shop**" means any retail premises in which at least fifteen percent of its floor space is dedicated to the display, sale, distribution, delivery,

offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia. This definition includes electronic vapor devices, electronic vapor inhalation substances and hookahs as defined more fully below.

1. **Tobacco paraphernalia** means any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any means into the body of tobacco, tobacco products, or other controlled substances as defined in the California Health and Safety Code Section 11054 et seq. Items or devices classified as tobacco paraphernalia include but are not limited to the following; pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices holding burning material.
2. **Tobacco product** means any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of then tobacco or nicotine in the product, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. The term tobacco product excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as a tobacco/smoking cessation product, where such product is marketed and sold solely for such an approved purpose.
3. **Electronic vapor device** means any device with a heating element, a battery, or an electronic circuit that provides nicotine or other vaporized liquids (popularly referred to as “juice”) to the user in a manner that simulates smoking tobacco products, shisha, herbs, or any other product that produces smoke. This definition includes “e-cigarettes”. The juice used in e-cigarettes typically contains nicotine and for this reason e-cigarettes and their juice can be classified as both tobacco products and tobacco paraphernalia.
4. **Hookah** means a pipe commonly, but not always, made of glass, used for vaporizing and smoking tobacco, flavored tobacco, shisha, dried fruits, or other substances in which vapor or smoke is passed through a water basin before inhalation.

"**Traffic safety sight area**" means a space that is set aside on a corner lot in which all visual obstructions, such as structures and plantings, that inhibit visibility and thus cause a hazard to traffic and pedestrian safety are prohibited. (See site triangle)

"**Trailer**" means a structure mounted on wheels, towed or hauled by another vehicle, and used for short-term human occupancy, carrying materials, goods, or objects or as a temporary office.

Trailer Court. See "Mobilehome park."

"Transfer station large volume" means a transfer station which receives more than one hundred cubic yards of waste per operating day.

Transfer Station, Small Volume. "Small volume transfer station" means a transfer station which receive less than one hundred cubic yards of waste per operating day.

"**Transfer/processing station**" means and includes those facilities utilized to receive solid wastes, temporarily store, separate, convert, or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport. Transfer station does not include any facility with the principal function of which is to receive, store, separate, convert, or otherwise process, in accordance with state minimum standards, manure; nor does it include any facility, with the principal function of which is to receive, store, convert, or otherwise process wastes which have already been separated for reuse and are not intended for disposal.

"**Transient basis**" means a continuous period of thirty days or less.

"**Transitional housing**" means rental housing for stays of at least six months but where the units are recirculated to another program recipient after a set period.

"**Travel trailer**" means a portable unit mounted on wheels and of such a size and weight as not to require special highway movement permits when drawn by a motor vehicle, and for human habitation for recreational or temporary occupancy.

Travel Trailer Park. See "Recreational vehicle park."

Triplex. See "Dwelling, triplex."

"**Truck repair**" means a commercial activity engaged in the service and repair of trucks, including truck tire repair.

"**Use**" means the purpose (type and extent) for which land or a building is arranged, designed or intended, or for which either land or a structure is occupied or maintained.

"**Vaping**" means inhaling vapor from an electronic cigarette or other similar vaping device. Vaping produces vapor not smoke.

"**Variance**" means a discretionary entitlement which permits the departure from the strict application of the development standards contained in this zoning ordinance.

"**Washroom**" means a room equipped with washing and toilet facilities.

"**Waste to energy facility**" also called a biomass energy facility. A facility where the burning of clean organic materials produce steam or electrical energy. The facility may produce both steam and electrical energy and in such cases it will also be a cogeneration facility.

"**Watercourse**" means a natural or man-made intermittent or perennial drainage channel which includes, but is not limited to, the terms river, tributary, steam, or creek.

"**Wild animal keeping**" means keeping or maintaining any dangerous, wild, carnivorous, or exotic animal that is wild by nature and not customarily domesticated by man so as to live and breed in a tame condition.

"**Wildlands**" means any area of land that is essentially unimproved, in a natural state of hydrology, vegetation and animal life, and not under cultivation.

Wind-driven Electrical Generators, Experimental. "Experimental wind-driven electrical generators" means wind systems that are the first of their kind and their use constitutes a testing of a new concept or design.

Wind-driven Electrical Generators, Production. "Production wind-driven electrical generators" means electrical generators that have progressed beyond the

experimental stage and construction of a significant number on a continuing basis has occurred.

"**Yard**" means an open space, other than a court, that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward, except as may be specifically provided in this zoning ordinance.

1. **Yard, Front**. "Front yard" means an area extending across the full width of the lot between the front lot line or the existing or future street right-of-way and a structural setback line parallel thereto. On corner lots, the shortest street frontage shall be the front yard in residential land use districts, while the longest street frontage shall be the front yard in commercial/industrial land use districts.
2. **Yard, Interior Side**. Means a yard extending along an interior side of a lot from the front setback to the rear lot line.
3. **Yard, Street Side**. Means a yard extending along the street side of a corner lot from the front setback to the rear lot line.
4. **Yard, Rear**. Means an area extending across the full width of the lot between the rear lot line and the required structural setback of the district in which the lot is located.

Yard, Impound. "Impound yard" means the outside storage of autos, trucks, or other vehicles for commercial purposes.

Yard, Junk. "Junk yard" means the storage and dismantling of autos, trucks, or other machinery for commercial purposes. Includes salvage yards and dismantling yards.

"**Zero lot line**" means the location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line.

"**Zone modification**" means permission for minor departures from the literal requirements of the Zoning Ordinance.

"**Zoning**" means dividing of the city into districts and the establishments of regulations governing the use, placement, spacing, and size of land and buildings.

"**Zoning district**" means a specifically delineated area or zone in the city within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

Attachment 4
Proposed
Area in red to be removed from Historic Downtown boundaries
5th St
5th Pl
C St
43
6th St
7th St
7th Pl
8th St
8th Pl
D St
E St
F St
G St
H St
Oak Ave
Griffith Ave
Adams St
Broadway St

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CITY OF WASCO PLANNING COMMISSION
RESOLUTION NO. 2022-0006

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WASCO RECOMMENDING APPROVAL OF ZONING ORDINANCE TEXT AMENDMENT AND ZONE CHANGE 22-01

WHEREAS, Zakaria Ali and Alaa Al Gumaei filed an application requesting approval of Zone Ordinance Text Amendment 22-01 and Zone Change 22-01, proposing a Zoning Ordinance Text Amendment and Boundary change request: Requesting to amend Table 2-6 of Municipal Code Section 17.22.070 to allow drive throughs with a Conditional Use Permit and a request to amend the boundaries of the Historic Downtown (H-D) Combining District of Municipal Code section 17.24.040

WHEREAS, the parcel of said real property affected is APN 030-061-12 and 030-061-13; and,

WHEREAS, said application has been made in the form and manner prescribed by the City of Wasco Municipal Code and is on file with the Community Development Department and reference is hereby made thereto for further particulars; and,

WHEREAS, the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Government Code Section 15305 - Class 5 consist of minor alterations in land use limitations; and,

WHEREAS, the Planning Commission, through its clerk, did set, Monday, November 14, 2022 at the hour of 6:00 p.m. in the Council Chambers located at 746 8th Street, Wasco California as the time and place of a public hearing on Zone Ordinance Text Amendment and Zoning Change 22-01; and,

WHEREAS, notice of the public hearing was given in the manner provided in Title 17 of the Wasco Municipal Code; and,

WHEREAS, said public hearing was duly and timely conducted, during which the proposal was explained by a representative of the Planning Department and all persons desiring to were duly heard; and,

WHEREAS, the Commission has considered the report of the Planning Department and all the testimony presented during said public hearing, after which the public hearing was concluded.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Wasco that it hereby finds and determines as follows:

1. That all the foregoing recitals are true and correct.

2. The proposed Zoning Ordinance Text Amendment and Zone Change is consistent with the goals and policies in the City of Wasco General Plan;

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3. This action is in compliance with the requirements of the California Environmental Quality Act (CEQA), this chapter, and other applicable codes and ordinances;

4. There will be no potentially significant negative impacts upon environmental quality and natural resources that could not be properly mitigated and monitored;

5. Zoning Ordinance Text Amendment 22-01 and Zone Change 22-01 is hereby recommended for approval.

I HEREBY CERTIFY that the foregoing Resolution No. 2022–0006 was passed and adopted by the Planning Commission of the City of Wasco at a regular meeting thereof held on November 14, 2022 by the following vote:

COMMISSION MEMBERS:

AYES:	HOLTERMANN, RUEDA, SKEELS
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	CLENDENEN

DocuSigned by:
Robert Holtermann
7581B0A74C7B479...

_____ **CHAIR**
of the Planning Commission of the
City of Wasco

Attest:

DocuSigned by:
Yolanda Tinajero
59CE8C1BA5FA45C...

YOLANDA TINAJERO
DEPUTY CITY CLERK

DS

CITY OF WASCO ORIGINAL

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Table 2-6. Permitted Land Uses
Commercial and Industrial Zones

	P	Permitted Use							
	C	Conditional Use Permit							
	T	Temporary Use Permit							
	---	Use Not Allowed							
Land Use Type	Allowable Uses By District								Specific Use Regulations
	C-N	C-O	C-D	C-R	C-H	C-S	I-L	I-H	
EATING AND DRINKING ESTABLISHMENTS									
Bars, taverns	---	---	C	C	C	C	---	---	See 17.40.040
Bars, taverns, with food service	---	---	P	P	P	P	---	---	See 17.40.040
Restaurant – Fast food	P	C	P	P	P	---	P	---	
Restaurant – Fast food with drive-through	C	---	C	P	P	---	P	---	See 17.40.100
Restaurant, café, coffee shop	P	C	P	P	P	P	---	---	
Restaurant – Full or limited bar service	C	---	P	P	P	P	---	---	See 17.40.040

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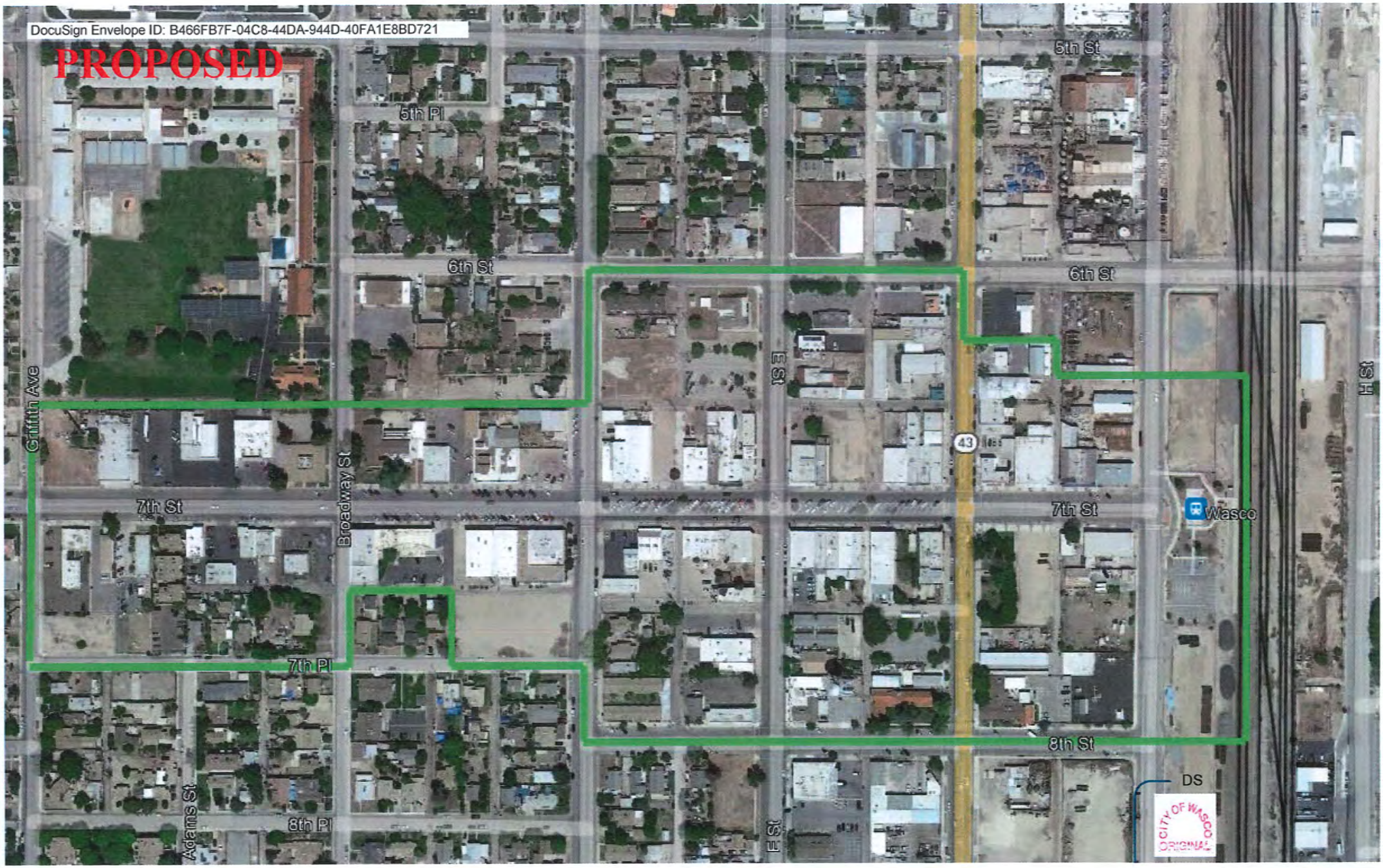
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PROPOSED
5th St
5th Pl
6th St
6th St
Griffith Ave
Broadway St
E St
43
H St
7th St
7th St
Wasco
7th Pl
8th St
DS
Adams St
8th Pl
E St
CITY OF WASCO
ORIGINAL

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager

DATE: February 21, 2023

SUBJECT: Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Kosmont Companies to provide consulting services regarding the Surplus Land Act, Community Facilities Districts, project financing and other real estate-related issues.

Recommendation:
Staff recommends that the City Council

1) Adopt a Resolution authorizing the City Manager or designee to complete and execute a professional services agreement with Kosmont Companies to provide consulting services regarding the Surplus Land Act, Community Facilities Districts, project financing and other real estate-related issues; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
As the City pursues its economic development, community growth, and other initiatives, the need for specialized consulting services in these areas is critical. Ever-changing legislative regulation places a significant burden on City staff to ensure that development agreements, financing structures, and real estate transactions are executed within guidelines.

Kosmont Companies is a real estate, financial advisory and economic development services firm offering a full range of services including: real estate and financial advisory, economic development strategies, public / private project transactions, sustainable infrastructure, housing projects, market studies and economic analysis for the public, non-profit and private sectors. The company was founded in 1986 and is a nationally recognized expert in economic development, public/private finance and real estate development projects involving government and private sector partnerships.

Staff sees a near-term need for assistance on projects within Kosmont Companies' areas of expertise. Their services will be used both on an hourly and task basis under a Professional Services Agreement, subject to City Manager and City Attorney approval. Specific projects may require additional agreements, which would be brought to Council for consideration on a future Agenda.

Fiscal Impact:
There is no immediate cost or expense obligation with execution of this Professional Services Agreement. Any consulting services used will be within the Adopted FY 22/23 Operating Budget for professional services. Any expense exceeding the Adopted Budget will be brought to Council for consideration and possible budget action on a future Agenda. No budget action is required with approval of this item.

Attachments:
1. Resolution
2. Kosmont Companies Information

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SENTINEL ENGINEERING TO PROVIDE POLICE DEPARTMENT TECHNOLOGY CONSULTING SERVICES.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the design and installation of a secure network and IT infrastructure; and

WHEREAS, The resilience and security requirements for Public Safety information technology systems exceed the typical business-oriented environment; and

WHEREAS, Sentinel Engineering is experienced in municipal and law enforcement networking and specialized security strategies, and can deliver these services to the City; and

WHEREAS, Sentinel Engineering proposes to deliver both hourly and task-based services under a City standard professional services agreement subject to the final approval of the City Manager and City Attorney.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional service agreement with Sentinel Engineering to provide Police Department technology consulting services subject to the final approval of the City Manager and City Attorrney.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

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-Laurie Hughes, Executive Director, Gateway to L.A.

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February 15, 2023

Mr. Scott Hurlbert
City Manager
City of Wasco
746 8th Street
Wasco, California 93280

Re: Kosmont Companies: Public & Private Real Estate, Economic Development, and Public Finance Advisory Services

Dear Mr. Hurlbert:

It was a pleasure seeing you recently at the League of California Cities for the 2023 City Managers Conference. This letter outlines Kosmont Companies' (Kosmont) services to public agencies, private sector, and not-for-profits. Founded in 1986, Kosmont is an integrated set of real estate, economic development, and public finance advisory firms. Our affiliates, Kosmont Realty and Kosmont Financial Services are licensed respectively as a California real estate broker and SEC/MSRB registered municipal advisor.

Kosmont's services include initial project funding strategies, highest and best use/market evaluations, due diligence, public/private transaction structuring, economic development strategies, land use/zoning/entitlements, finance, tax-exempt/taxable bonds, infrastructure, public benefit/fiscal impact studies, and transaction implementation. Kosmont and its affiliates are Minority Business Enterprise (MBE) companies. A brief highlight of our services follows.

Real Estate, Economic Development, and Public Finance Advisory

Kosmont specializes in matching private sector real estate opportunities with public sector financing/incentive programs and land use policies. Our company has a distinguished track record of successful public/private projects in retail, industrial, residential, mixed/blended use, transportation, hospitality, infrastructure, and special purpose sports/recreation projects. Kosmont has assisted hundreds of public agencies and developers in conceiving and implementing successful economic development/ revitalization projects that generate new revenue, jobs, and business opportunities.

Sustainability and Housing Districts (EIFD, CRIA, IRFD, Tax Increment Financing Districts)

Kosmont is the industry leader in the formation of tax increment financing districts in California known as Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization and Investment Authority (CRIAs), plus several recently approved housing districts. Kosmont provides comprehensive tax increment district evaluation and implementation services including Initial Feasibility Assessments, Sustainable Infrastructure Financing Plans, Tax Sharing Agreements, housing project analysis/funding strategies, and public/fiscal benefit analysis. In 2018, Kosmont successfully formed L.A. County's first

EIFD in the City of La Verne, which is focused on transportation related development (TOD), infrastructure and community amenities. Kosmont has led four successful EIFD formations across the state from initial evaluation through full formation, including the only two EIFDs that have successfully achieved city and county partnership in Placentia and La Verne.

Kosmont Retail NOW!® Market Assessment and Retailer Recruitment

Kosmont Retail NOW!® is a tool kit for public and private sectors to proactively attract retail by identifying existing conditions and setting a strategy to target preferred retailers, ultimately producing economic development results. The Kosmont team offers in-depth research, real world expertise, and the long-term retail relationships needed to bring viable retail to specific projects and communities in an omni-channel retail environment.

Public/Private Financing Sources and Real Estate Transaction Services

Kosmont Financial Services, (KFS) and Kosmont Realty (KR) are separate entities with specific licenses. **KFS**, registered with the SEC, provides tax-exempt and taxable financial advisory services to government agencies and private sector clients. KFS can deliver innovative financing/funding solutions which can enhance local government investment returns, improve approaches to tax exempt or taxable debt/bonds, and strategically incorporate government incentive programs and/or private sector investment. **KR** is a California licensed brokerage services firm which assists public and private sector clients in property acquisition/disposition, ground leases, and leasehold transactions.

Community Strategists

Kosmont's services are augmented by our established and long-standing network and relationships with government officials at all levels: federal, state, county, city, and special districts. These contacts are based on Kosmont's 35+ years of experience representing the public sector as well as our professional staff's experience as City Manager, Planning and Community Development Directors, including various State and local government commission appointments.

Founding Publisher of Kosmont-Rose Institute Cost of Doing Business Survey®

First invented and published in 1995 by Kosmont, the Kosmont-Rose Institute Cost of Doing Business Survey® is a nationally recognized annual report which compares taxes/incentives for over 200 cities in the western United States. The Kosmont-Rose Survey is considered an essential resource for the public and private sectors to assess competitiveness and make relocation/real estate decisions. The Survey was gifted to Claremont-McKenna and the Rose Institute.

To request more information on Kosmont Companies, please visit www.kosmont.com or contact Ken K. Hira, Kosmont President at khira@kosmont.com.

Sincerely,

Larry J. Kosmont, CRE®
Chairman & CEO

STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charles V Fivecoat, Chief of Police

DATE: February 7, 2023

SUBJECT: Adopt A Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Lexipol, LLC, a Delaware Limited Liability Company.

Recommendation:
Staff recommends the City Council:

1) Staff recommends the City Council approve a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Lexipol, LLC, a Delaware Limited Liability Company; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
This request is for approval of a Resolution Authorizing the City Manager or Designee to Finalize and Execute a Professional Services Agreement with Lexipol, LLC, a Delaware Limited Liability Company.

Lexipol is a private company based in Frisco, Texas, that provides policy manuals, training bulletins, and consulting services to law enforcement agencies, fire departments, and other public safety departments. Lexipol was born from a vision of a better, safer way to run a public safety agency. Lexipol was created by two attorneys in 2003, Bruce Praet and Gordon Graham. Bruce had courtroom experience representing public safety agencies and the Gordan foundation in risk management principles, including a unique approach to training methods while at the California Highway Patrol. From that

foundation, Lexipol grew to form an entire risk management solution for public safety and local government. Lexipol started by developing comprehensive, continuously updated policies for public safety agencies. Later adding online training, wellness resources, grant services, and an electronic policy management platform, as well as the digital communities Police1, FireRescue1, Corrections1, EMS1, and Gov1. Today, Lexipol serves more than 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries.

Lexipol will be providing the City of Wasco with an Annual Law Enforcement Policy Manual & Daily Training Bulletins with Supplemental Publication Service and Procedures of which our risk management pool, the Central San Joaquin Valley Risk Management Authority (CSJVRMA), will be reimbursing the agency for a portion of the cost for Lexipol to develop a law enforcement manual for the city, the annual subscription and Daily Training Bulletins. Lexipol fees are outlined within exhibit A.

Fiscal Impact:
The fiscal impact is equivalent to $2,964.60 for a prorated service from March 2023 – June 2023 and a one-time Law Enforcement Full Implementation cost of $16,387.00. For Fiscal Year 2023 – 2024, the full-year subscription will be $8,893.80. The CSJVRMA will reimburse for a portion of the costs for the outlined services.

Attachments:
1. Resolution
2. Agreement with Exhibit A

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FINALIZE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LEXIPOL, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, The City of Wasco is pursuing the formation of a local Police Department, including the California-specific law enforcement policies and training platform of law enforcement staff; and

WHEREAS, Lexipol provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. Lexipol's online training platform delivers courses and videos designed to meet police training mandates; and

WHEREAS, Lexipol, LLC proposes to provide policy and training software services to the City under a professional services agreement subject to the final approval of the City Manager and City Attorney.

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

SECTION 1: authorizes the City Manager or designee to finalize and execute a professional service agreement with Lexipol, LLC., subject to the final approval of the City Manager and City Attorney.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2023 – was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ
MAYOR of the City of Wasco

Attest: _____

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT No. 2023- _____

THIS AGREEMENT (the "Agreement") made this ___ day of _____, 2023, ("Effective Date") by and between the CITY OF WASCO ("City") a California Municipal Corporation, and Lexipol, LLC, a Delaware limited liability company, (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Consultant to perform the Services. The Services and deliverables associated therewith shall be provided each year during the Term (hereinafter described) of this Agreement.

3. City shall pay Consultant per conducted entries via a submitted invoice (the "Invoice") to City for payment of selected services and associated fees. There shall be no other charges payable by the City. The City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available meeting of the City Council of the City for consideration. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for three years from Effective Date.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims,

liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall maintain worker's compensation insurance in amounts required by law. Consultant shall also obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage, in an amount of $1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event and except as otherwise described herein Consultant shall be entitled to payment, or subject to return of payment received, as detailed in Exhibit "A".

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as follows: If to City, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-5411, Email: CityClerk@cityofwasco.org. If to Consultant, Lexipol, Attn: Monique Childers, 2611 Internet Boulevard, Suite 100, Frisco, Texas 75034 Email: MChilders@lexipol.com. Any party may change its address by giving notice to the other party in the manner herein described.

DRAFT

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

City of Wasco, California, "City"

By: _____
M. Scott Hurlbert, City Manager

Lexipol, LLC, "Consultant"

By: _____
Monique Childers

DRAFT

EXHIBIT A

DRAFT

MASTER SERVICE AGREEMENT

Agency's Name:	Wasco Police Department (CA)
Agency's Address:	746 8th Street Wasco, California 93280
Attention:	Chief Charlie Fivecoat
Sales Rep:	Monique Childers
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.
This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Wasco Police Department (CA)		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Prorated term: March '23 - June '23

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 3/1/2023 End: 6/30/2023)	USD 2,748.33	10%	USD 274.83	USD 2,473.50
1	Annual Law Enforcement Supplemental Manual(s) (Start: 3/1/2023 End: 6/30/2023)	USD 384.00	10%	USD 38.40	USD 345.60
1	Annual Law Enforcement Procedures (Start: 3/1/2023 End: 6/30/2023)	USD 161.67	10%	USD 16.17	USD 145.50
	Subscription Line Items Total			**USD 329.40**	**USD 2,964.60**
				USD 329.40	**USD 2,964.60**
				Prorated term: March '23 - June '23 Discount:	USD 329.40
				Prorated term: March '23 - June '23 TOTAL:	USD 2,964.60

Full Year Subscription: July '23 - June '24

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 7/1/2023 End: 6/30/2024)	USD 8,245.00	10%	USD 824.50	USD 7,420.50
1	Annual Law Enforcement Supplemental Manual(s) (Start: 7/1/2023 End: 6/30/2024)	USD 1,152.00	10%	USD 115.20	USD 1,036.80
1	Annual Law Enforcement Procedures (Start: 7/1/2023 End: 6/30/2024)	USD 485.00	10%	USD 48.50	USD 436.50
	Subscription Line Items Total			**USD 988.20**	**USD 8,893.80**
				USD 988.20	**USD 8,893.80**
				Full Year Subscription: July '23 - June '24 Discount:	USD 988.20
				Full Year Subscription: July '23 - June '24 TOTAL:	USD 8,893.80

Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 16,387.00		USD 0.00	USD 16,387.00

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QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	One-Time Line Items Total			**USD 0.00**	**USD 16,387.00**
				USD 0.00	**USD 16,387.00**
				Implementation TOTAL:	USD 16,387.00

*Law Enforcement pricing is based on 14 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Notes

CSJVRMA will be billed directly for LE Policy/DTBs. Wasco PD-CA will be invoiced for the additional items.

Discount Notes

Per Brian Owens: CSJVRMA - '22 pricing plus 10% off subscription.

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Exhibit B
Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. **Effect of Expiration or Termination**. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. **Fees and Invoicing**. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. **Service-Specific Terms**. The following sections apply to specific Lexipol Services:

6.1 **Policy**. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 **Learning**. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

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6.3 **Wellness**. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 **Grants**. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar ($25) late fee.

6.5 **Generally; Injunctive Relief**. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. **Account Security**. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. **Privacy Policy.** Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

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9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

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12.5 **Compliance with Laws**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 **Attorney's Fees.** If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 **Notices**. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 **Entire Agreement**. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 **Counterparts**. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times**. For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.

2. **Uptime Commitment**. The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.

3. **Exclusions from Uptime Percentage**. All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

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STAFF REPORT
City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: February 21, 2023

SUBJECT: Discussion and Possible Minute action to apply as a small city representative from Kern County as a board member of the San Joaquin Valley Air Pollution Control District Governing Board for a three-year term.

Recommendation:
Staff recommends the City Council

1) Discussion and Possible Minute action to apply as a small city representative from Kern County as a board member of the San Joaquin Valley Air Pollution Control District Governing Board for a three-year term; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:
The San Joaquin Valley Air Pollution Control District Governing Board has a vacancy for a small city representative from Kern County. The appointment of the Board member is for a three-year term. Interested Council members can submit completed applications to the District by March 3, 2023. The explanation for the process is attached to this report.

Fiscal Impact: None

Attachments:

1. SJVAPCD application process

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

GOVERNING BOARD

Vito Chiesa, Chair
Supervisor, Stanislaus County

Deborah Lewis, Vice Chair
Councilmember, City of Los Banos

Drew M. Bessinger
Councilmember, City of Clovis

David Couch
Supervisor, Kern County

Robert Macaulay
Supervisor, Madera County

Buddy Mendes
Supervisor, Fresno County

Tania Pacheco-Werner, PhD.
Appointed by Governor

Lloyd Pareira
Supervisor, Merced County

Alvaro Preciado
Mayor, City of Avenal

Robert Rickman
Supervisor, San Joaquin County

Rusty Robinson
Supervisor, Kings County

Alexander C. Sherriffs, M.D.
Appointed by Governor

Amy Shuklian
Supervisor, Tulare County

Vacant
Large City

Vacant
Small City

Samir Sheikh
Executive Director
Air Pollution Control Officer

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 • FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

www.valleyair.org

February 17, 2023

Maria O. Martinez, City Clerk
746 8th Street
Wasco, CA 93280

RE: Application for Appointment as a City Member of the San Joaquin Valley Air Pollution Control District Governing Board

Dear Ms. Martinez,

As you may or may not know, members of your City Council are eligible to apply to be appointed as a city member of the San Joaquin Valley Air Pollution Control District (District) Governing Board.

We currently have a vacancy for a small city representative from Kern County. Appointment to the Board is for a three year term. Interested Council members from your city must submit completed applications to the District by March 3, 2023.

Enclosed please find letters that can be sent to each Council member in your city, which will explain this process further. Please forward these letters to your Council members as soon as possible.

Should you have any questions or concerns, please do not hesitate to contact me by phone at (559) 230-6001, or via email at katrina.rojas@valleyair.org

Sincerely,

Katrina Rojas

Katrina Rojas
Interim Deputy Clerk of the Boards

Enc.

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

GOVERNING BOARD

Vito Chiesa, Chair
Supervisor, Stanislaus County

Deborah Lewis, Vice Chair
Councilmember, City of Los Banos

Drew M. Bessinger
Councilmember, City of Clovis

David Couch
Supervisor, Kern County

Robert Macaulay
Supervisor, Madera County

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Alvaro Preciado
Mayor, City of Avenal

Robert Rickman
Supervisor, San Joaquin County

Rusty Robinson
Supervisor, Kings County

Alexander C. Sherriffs, M.D.
Appointed by Governor

Amy Shuklian
Supervisor, Tulare County

Vacant
Large City

Vacant
Small City

Samir Sheikh
Executive Director
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Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

www.valleyair.org

February 17, 2023

Subject: Application for Appointment as a City Member of the San Joaquin Valley Air Pollution Control District Governing Board

Dear Wasco City Councilmember,

I am sending you the attached application because as a member of the City Council for the City of Wasco you are eligible to apply to be appointed as a city member of the San Joaquin Valley Air Pollution Control District (District) Governing Board.

On March 31, 2009 the Valley-wide Special City Selection Committee adopted procedures and a rotation schedule for the appointment of City Council members to the District Governing Board. Appointment to the Board is for a three year term. Interested council members from eligible cities must submit completed applications to the District by March 3, 2023. Following submittal of a completed application, your name will be placed upon a ballot through which each city in your county will select their preferred nominee at a public hearing. The nominee receiving the greatest number of votes from the cities within their county will then be voted on by the Special City Selection Committee for appointment to the District Governing Board. The schedule for appointments is as follows:

February 17, 2023 - APCO mails application packets to eligible cities
March 6, 2023- Application deadline
March 6, 2023 - Ballots mailed to cities within counties with an open seat
march 6-23– each city schedules a public hearing to vote for a nominee
March 23, 2023– APCO tallies votes and forwards nominations to the Special City Selection Committee (additional time may be necessary in the event of a tie to allow for re-vote)
March 28, 2023 or soon after- Special City Selection Committee convenes and makes appointments

If you have any questions please feel free to contact me or my staff at (559) 230-6036.

Sincerely,

Samir Sheikh
Executive Director/APCO

Enc.

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE ON GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Current Vacancies
Small City: *One member representing the cities with a population less than 100,000 from Kern County. Councilmembers from Cities of* ***Arvin, Delano, Maricopa, McFarland, Shafter, Taft and Wasco*** *are eligible to apply.*

If you are an elected official on the council of the cities identified above, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Applicant Name:
Residence Address (Must live within the boundaries of the San Joaquin Valley APCD) :
Mailing Address:
Telephone: (_____)_____ (_____) _____ Primary Alt.
Email Address:
Applicant Signature: **Date:** _____

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **March 3, 2023:**

Samir Sheikh
Air Pollution Control Officer
San Joaquin Valley APCD
1990 E. Gettysburg Avenue, Fresno, CA, 93726

STAFF REPORT
CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: February 21, 2023

SUBJECT: Adopt a Resolution approving the mid-year operating budget adjustments totaling $75,987.54 in the General Fund and $502,127.66 in other funds.

Recommendation:
Staff recommends that the City Council:

1) Adopt a resolution approving the mid-year operating budget adjustments totaling $75,987.54 in the General Fund and $502,127.66 in other funds; and

2) Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:
The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Background:
The purpose of this report is to present the financial condition of the General Fund at the mid-point of the fiscal year and revised projections at year-end (Attachment 1), and propose budget adjustments as needed based on issues that have surfaced since budget adoption.

The following Mid-Year Budget Review covers the first six months of the 2022-23 fiscal year from July 1, 2022 through December 31, 2022. Typically, most attention is paid to major operating funds, such as the General Fund, Water, Sanitation, and Wastewater Enterprise funds. The four largest and most vital revenue sources for the General Fund are Property Tax, Sales Tax, Measure X, and Motor Vehicle License Fees In Lieu of Property tax

The major takeaways are that the City remains on good financial footing at mid-year, with a continued focus on strategic one-time uses of higher-than-anticipated sales tax, and ARPA funds. However, impacts from inflation are beginning to be felt in every operation of the City, including utility enterprise operations, that will put pressure on budgets for the remainder of the fiscal year and planning for next year. It is worth noting that City staff recognizes the economic environment and it's reflected in the minimal budget adjustments.

Discussion:

Key Findings. On a positive note, key General Fund revenues are performing on target with projections included in the adopted 2022-23 Budget. The fund balance of $7 million at the end of the year, which is 51.45% of operating expenditures compared with the City's minimum policy of 35% is an indicator that the city is able to meet operating costs for the three months.

The Road Ahead. While the General Fund is in satisfactory fiscal condition in the short term, significant fiscal challenges are ahead like staffing shortages and the startup of the Wasco Police Department coupled with other cost pressures due to unfunded pension, higher inflation rates and likely higher public safety and fire contract cost increases from Kern County due to these same pressures.

General Fund Fiscal Review

Attachment 1 presents an analysis of General Fund revenues ("Top 10," which excludes one-time grants, account for 90% of total revenues), expenditures, and changes in fund balance. It presents actual results for the last two completed fiscal years (2020-21 and 2021-22) and year-to-date for 2022-23 through December 31, 2022. It then shows the current budget, revised year-end projections, and the variance.

Revenues. The following is a summary of key variances.

- **Property tax (general and VLF in Lieu).** Based on apportionment factors set by the State, both of these revenues are collected on the property tax and driven based on assessed valuation. Typically, changes in assessed value are slow to react to economic factors, up or down. The first major apportionment of 2022-23 taxes occurred in December 2022, and thus far collections are on target with our projections.

- **Sales tax (general and Measure X).** Based on year-to-date results, General and Measure X sales tax revenues appear to be performing slightly above estimates; however, the City has yet to receive the December monthly payment from the State of California. We anticipate that our revenues will be on target once these payments are received.

- **Transient occupancy tax (TOT).** Visitors to Wasco who stay in the City's hotels, motels, and inns for a period of less than thirty consecutive calendar days pay TOT. Quarterly TOT payments are due within 30 days after the end of the quarter. Based on year-to-date results, TOT appears to be performing slightly below estimates; however, we have yet to receive any second-quarter payments as of the date of this report. We anticipate that our revenues will be on target once these payments are received.

- **Development review fees and permits.** This revenue is mainly comprised of fees for planning and engineering services and building permits. We will continue to monitor these revenues as they appear to be performing above projections. It's worth noting that the driving factor has been an increase in building permits.

- **Grants**. The significant variance between fiscal year 2021-2022 Actual to fiscal year 2022-2023 is primarily due to several projects that have carried forward into fiscal year 2023 after the completion of preliminary engineering some of these projects are: Road Rehab Palm Avenue, Shoulder Paving Palm Avenue, and the demolition of the former labor camp complex. The city has negotiated agreements with the rail authority to assist the City with the demolition in the event that the City is not successful in finding grants to pay for the demolition.

Expenditures. These are based on the current budget plus the proposed budget adjustments. The basis for these adjustments is discussed below.

Other Sources and Uses. This category reflects transfers from other funds,

Ending Fund Balance. After assigning $9.3 million for the labor housing complex grant revenue contingency, the ending unassigned fund balance is $7 million at the end of the year, which is 51.45% of operating expenditures compared with the City's minimum policy of 35%.

Mid-Year Appropriations

Operating Budget. Proposed mid-year budget adjustments are detailed in Attachment 2, summarized as follows by fund:

Proposed Operating Budget Adjustments by Program	
City Council	• Line-item cost adjustments for special events and projects: $5,000.
Non-Departmental	• Additional funding to pay for increased electrical costs: $28,206.42.
Animal Control	• Additional funding for increased vet service costs: $25,000.
Community Facilities District	• Increased electricity costs: $225.
Sewer Lift Station	• Increased electricity costs: $2,000.
Wastewater	• Additional funding for increased electricity costs: $2,000.
Water	• Additional pumping electrical costs due to Well 14 becoming operational during the period: $7,500.
Sanitation	• Additional funding for increased fuel cost: $120,000. • Increased utility costs: $12,696.24.
CNG Fueling Station	• Increased Professional Services: $5,000 • Increased CNG Fuel Costs increased 300%: $198,000
Transportation	• Increased travel and training: $4,000. • Increase fuel $40,000. • Share of electrical costs from City Hall: $2,500.
SoCalGas	• Various Departments Gas bill increases: $50,000

ENTERPRISE FUNDS

WASTEWATER

WASTEWATER FUND	Actual	Mid-Year Budget Review	
	YTD 2021-22	Current Budget	Percentage Difference
Revenues	1,315,217	2,799,300	47%
Expenditures	957,606	2,816,727	34%
Surplus (Deficit)	**$ 357,611**	**$ (17,427)**	

The table above displays a comparison between the actual to budget figures as of 12/31/2022 for the Wastewater Fund as well as a percentage difference between budget and actual. At the bottom, the anticipated Surplus or Deficit is displayed as a positive (favorable) or negative (unfavorable). Please note that the Wastewater Fund Capital costs are included in these figures. The table above excludes any proposed midyear adjustments.

Expenses are tracking at 34% thus far through the year, which appears lower than expected mainly due to the timing of capital projects. Revenues are roughly 47% which is slightly below where the Wastewater Fund is at this time of the year. This slight decrease is due to a timing difference in farm lease revenue and likely delayed utility payments due to the holidays. Another reason why wastewater revenues are trending slightly lower than anticipated may have to do with the current inflation environment that may be changing customer payment patterns. A customer under financial pressure may be tempted to delay payment to put food on their table. If inflation continues to increase and the economic situation worsens the enterprise funds can be a greater risk which is why we will continue to monitor these revenues as they appear to be performing slightly below projections.

This fund is, however, anticipated to be in an operational deficit (spending more than it earns) as capital projects commence. The last utility rates occurred in 2007. The Wastewater Fund appears to have healthy reserves at the moment to offset the cost of needed capital improvement for current user demands. On January 17th, the City Council approved the new utility rate schedule which will pay a vital role as the continues to grow and possibly the City expanding its commercial and industrial footprint.

WATER

WATER FUND	Actual	Mid-Year Budget	
	YTD 2021-22	Current Budget	Percentage Difference
Revenues	$ 1,618,657	$ 3,790,000	43%
Expenditures	$ 1,312,392	$ 5,843,780	22%
Surplus (Deficit)	**$ 306,265**	**$ (2,053,780)**	

The table above displays a comparison between the actual to budget figures as of 12/31/2022 for the Water Fund as well as a percentage difference between budget and actual. At the bottom, the anticipated Surplus or Deficit is displayed as a positive (favorable) or negative (unfavorable). Please note that the Water Fund Capital costs are included in these figures. The table above excludes any adjustments.

Expenses are tracking at 22% thus far through the year, which is about where staff anticipates this should be given the large capital allocation to acquire land for the replacement of aged water wells and two storage tanks. In addition to land acquisitions, the fund experienced numerous staffing vacancies. As a result, personnel costs were impacted.

Revenues are roughly 43% which is below where the Water Fund is at this time of the year. A common trend amongst all three enterprise funds has been that they are all three under the 50% benchmark which can mean several things. Customers likely paid their utility bills after the holidays which is resulting in a timing difference or the impacts of the current inflation environment is changing customer payment patterns as a customer under financial pressure may be tempted to delay payment to put food on their table. If inflation continues to increase and the economic situation worsens the enterprise funds can be a greater risk which is why we will continue to monitor these revenues as they appear to be performing slightly below projections.

Solid Waste (Sanitation)

SANITATION FUND			
	Actual	Mid-Year Budget Review	
	YTD 2022-23	Current Budget	Percentage Difference
Revenues	1,457,984	3,415,475	43%
Expenditures	1,355,486	3,994,241	34%
Surplus(Deficit)	**$ 102,498**	**$ (578,766)**	

The table above displays a comparison between the actual to budget figures as of 12/31/2022 for the Sanitation Fund as well as a percentage difference between budget and actual. At the bottom, the anticipated Surplus or Deficit is displayed as a positive (favorable) or negative (unfavorable). Please note that the Sanitation Fund Capital costs are included in these figures. The table above excludes any adjustments.

Expenses are tracking at 34% thus far through the year, which is about where staff anticipates this should be given the large capital allocation to purchase refuse trucks and staffing vacancies. The Sanitation fund currently owns 10 trash trucks. The industry average is 10 years for the use of these heavy-duty trash trucks. The city has six trucks that have far exceeded their useful life ranging from 15 – 22 years.

Revenues are roughly 43% which is below where the Solid Waste Fund is at this time of the year. A common trend amongst all three enterprise funds has been that they are all three under the 50% benchmark which can mean several things. Customers likely paid their utility bills after the holidays which is resulting in a timing difference or the impacts of the current inflation environment is changing customer payment patterns as a customer under financial pressure may be tempted to delay payment to put food on their table. If inflation

continues to increase and the economic situation worsens the enterprise funds can be a greater risk which is why we will continue to monitor these revenues as they appear to be performing slightly below projections.

This fund is, however, anticipated to be in an operational deficit (spending more than it earns) as costs continued to increase coupled by State Mandates effective January 01, 2022. The last rate study was in 2013 and the costs to deliver Sanitation services have increased substantially from 2013 to 2023, but rates have remained the same for ten years. The City Council approved the new rates back in April of 2022. The City recently approved a franchise agreement with American Refuse to provide State Mandated recycling services.

The rate increases were driven by two factors, aged trash trucks and the State Mandating the recycling of recyclables and organics in addition to significant reportings to ensure Cities are complying with SB 1383. The State has a goal of reducing Landfill Organic Waste by 20% by 2020, reducing Landfill Organic Waste by 75% by 2025, and also increasing 20% of edible food recovery by 2025.

FISCAL IMPACT:
There will be a fiscal impact of $502,127.66 on the fund balances of the funds mentioned above.

The major takeaways are that the City remains on good financial footing at mid-year, with a continued focus on one-time strategic uses of higher-than-anticipated sales tax and ARPA funds, however, impacts from inflation are beginning to be felt in every operation of the City, including utility enterprise operations, that will put pressure on budgets for the remainder of the fiscal year and planning for next year. It is worth noting that staff recognizes the economic pressures, and it's reflected in the minimal budget adjustments.

ATTACHMENTS:

1. General Fund Mid-Year Budget Review Summary
2. Resolution and Proposed Budget Adjustments
3. Exhibit A

City of Wasco
2022-23 Mid-Year Budget Review

GENERAL FUND	Actual			Mid-Year Budget Review		
	2020-21	2021-22	YTD 2022-23	Current Budget	Revised	Variance Fav(Unfav)
Revenues						
Property tax						
General	974,358	1,018,767	413,657	965,500	965,500	-
In Lieu of VLF	3,172,544	3,335,911	1,776,260	3,165,000	3,165,000	-
Sales Tax						
General	1,849,814	2,190,541	739,961	1,450,000	1,500,000	50,000
Measure X	2,900,705	3,333,089	1,068,868	2,250,000	2,250,000	-
Franchise Tax & Fees	375,823	400,756	34,063	365,000	365,000	-
Transient Occupancy Tax	156,314	216,564	40,819	150,000	150,000	-
Business License	88,313	87,467	27,323	95,000	85,000	(10,000)
Permit & Service Charges						
Development Review	691,033	511,997	415,063	472,025	587,025	115,000
Other Charges	13,109	21,867	11,656	21,150	21,150	-
G&A Allocations	1,215,456	1,398,449	553,800	1,661,400	1,661,400	-
Internal Service Fees	785,028	884,214	455,840	1,139,600	1,139,600	-
Grants	1,723,220	359,148	166,009	6,474,437	6,474,437	-
Grants Carryover					11,018,999	11,018,999
Other Revenues	655,781	6,767	369,439	355,710	323,710	(32,000)
Total	14,601,499	13,765,537	6,072,757	18,564,822	29,706,821	11,141,999
Expenditures						
Operating						
General Government	1,557,044	1,562,664	672,345	2,305,744	2,338,950	33,206
Community Development	1,164,160	1,295,744	457,007	1,843,599	1,843,599	-
Public Safety	4,853,680	5,555,226	1,483,526	6,113,567	6,147,431	33,864
Public Works	1,560,620	1,195,219	671,418	1,812,311	1,821,227	8,917
Internal Service	881,435	889,901	417,682	1,482,753	1,482,753	-
Total Operating	10,016,940	10,498,754	3,701,978	13,557,973	13,633,961	75,988
Capital Outlay	1,885,140	2,149,332	465,687	16,455,264	16,455,264	-
Capital Outlay Carryover					6,618,343	6,618,343
Total	11,902,079	12,648,085	4,167,665	30,013,237	36,707,567	6,694,331
Other Sources (Uses)						
Transfers In	3,501,187	5,163,107	896,681	7,737,808	7,737,808	-
Transfers Out	(1,967,311)	(3,021,285)	(899,121)	(5,425,129)	(5,425,129)	-
Total	1,533,876	2,141,822	(2,440)	2,312,680	2,312,680	-
Sources Over (Under) Uses	4,233,295	3,259,274	1,902,653	(9,135,735)	(4,688,066)	4,447,668
Fund Balance						
Beginning of Year	13,510,116	17,743,410	21,002,685	21,002,685	21,002,685	-
End of Year						
Assigned: Labor Camp Demo	9,300,000	9,300,000	9,300,000	9,300,000	9,300,000	-
Unassigned	8,443,410	11,702,685	13,605,338	2,566,950	7,014,619	4,447,668
End of Year Including Measure X	17,743,410	21,002,685	22,905,338	11,866,950	16,314,619	4,447,668

RESOLUTION NO. 2023 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE FY 2021-22 MID-YEAR BUDGET ADJUSTMENTS AND ESTABLISHMENT OF THE AMERICAN RESCUE PLAN ACT SPECIAL REVENUE FUND

WHEREAS, the City of Wasco adopted the FY 2022-23 Budget on June 27, 2022, with resolution number 2022-3749; and

WHEREAS, the Finance Department of the City of Wasco has prepared the Mid-Year Budget Review for the fiscal year 2022-2023 and identified any needed adjustments to the budget document totaling $502,127.66; and

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

SECTION 1: Approve the FY 2022-23 proposed Mid-Year operating budget adjustments totaling $75,987.54 in the General Fund and $502,127.66 in other funds.

SECTION 2: accepts the mid-year financial report outlined as detailed in Exhibit A and directs the Finance Director to incorporate these amendments into the 2022-2023 annual budget.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution NO. 2023-_____was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 21, 2023, _by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

_____
VINCENT MARTINEZ,
MAYOR of the City of Wasco

Attest:

_____
MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Exhibit A

City of Wasco
Mid-Year Budget Adjustments
Fiscal Year 2022-23

Proposed Operating Budget Adjustments by Program	
City Council	• Line-item cost adjustments for special events and projects: $5,000.
Non-Departmental	• Additional funding to pay for increased electrical costs:$28,206.42.
Animal Control	• Additional funding for increased vet service costs: $25,000.
Community Facilities District	• Increased electricity costs: $225.
Sewer Lift Station	• Increased electricity costs: $2,000.
Wastewater	• Additional funding for increased electricity costs: $2,000.
Water	• Additional pumping electrical costs due to Well 14 becoming operational during $7,500.
Sanitation	• Additional funding for increased fuel cost: $120,000. • Increased utility costs: $12,696.24.
CNG Fueling Station	• Increased Professional Services: $5,000 • Increased CNG Fuel Costs increased 300%: $198,000
Transportation	• Increased travel and training: $4,000. • Increase fuel $40,000. • Share of electrical costs from City Hall: $2,500.
SocalGas	• Various Departments Gas bill increases: $50,000