



CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA, 93257
And 1960 BRYOR COURT, MERCED, CA 95340
APRIL 2, 2019, 5:30 PM

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Patrice Hildreth, and Che Johnson. Employee Organizations: Porterville City Employees Association, Public Safety Support Unit, Porterville City Firefighters Association, and Fire Officer Series.

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

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Narciso Ray Flores. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Lisandra Berber. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 -- Liability Claim: Claimant: Juanita Martinez. Agency claimed against: City of Porterville.

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

7 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case concerning claims by Clean Cut Landscape, Inc. for work associated with the Downtown Parking Lots Perimeter Project.

8 - Government Code Section 54956.9(d)(1) -- Conference with Legal Counsel -- Existing Litigation: City of Porterville v. Ramon Vargas, Tulare County Superior Court Case No. VCU 263182.

9 - Government Code Section 54956.9(d)(1) -- Conference with Legal Counsel -- Existing Litigation: City of Porterville v. Marcelino, et al., Tulare County Superior Court Case No. PCL 188471.

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

Pledge of Allegiance Led by Mayor Martha A. Flores
Invocation

PROCLAMATIONS

Child Abuse Prevention Month - April 2019
Volunteer Appreciation Week - April 7-13, 2019
Porterville Celebrates Reading Day - April 13, 2019
Vaisakhi Day - April 14, 2019

PRESENTATIONS

Employee of the Month - Ryan Smalling

AB 1234 REPORTS

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

REPORTS

This is the time for all staff informational items.

- I. Staff Informational Reports
 1. Community Spring Clean-Up Event

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Approval to Purchase Three Fire Command Vehicles and Authorization to Negotiate the Acquisition and Installation of Equipment on the New Vehicles**
Re: Considering approval to purchase three (3) fire command vehicles from Downtown Ford at a price of \$94,680.48, inclusive of sales tax; and authorization to negotiate with several vendors the acquisition and installation of equipment at a not to exceed total cost of \$30,000 per vehicle.

2. **Authorization of Additional Funds for Emergency Repairs to Restore Supervisory Control And Data Acquisition Communication**
Re: Considering approval of additional \$8,908 in costs for repairs to the City SCADA System by Primex Company.
3. **Plano Water Replacement and Concrete Curb Ramp Project Budget Augmentation**
Re: Considering approval to augment project funds by an additional \$230,000 from Local Transportation Funds to cover costs of repairing additional asphalt on Plano Street.
4. **Award of Professional Engineering Contracts for Union Avenue Reconstruction and Henderson Avenue Rehabilitation Projects**
Re: Considering approval of the Consultant Service Agreement with Dee Jaspar and Associates for the Union Avenue Reconstruction Project in the amount not to exceed \$103,202, and the Consultant Service Agreement with Roberts Engineering, Inc. for the Henderson Avenue Rehabilitation Project in the amount not to exceed \$79,800.
5. **Authorization to Re-Advertise for Bids for the Airfield Pavement Rehabilitation and the Access Gates Improvement Project at the Porterville Municipal Airport**
Re: Considering rejection of all bids received and authorizing staff to re-advertise for bids for the combined airfield pavement rehabilitation and access gates improvement project at the airport.
6. **Acceptance of Project - Downtown Parking Lots Perimeter Project**
RE: Considering acceptance of project from Clean Cut Landscape, Inc., and authorizing the filing of the Notice of Completion for the project consisting of installing stamped sidewalk, tree wells, curb ramps, and pedestrian amenities along the perimeter of existing parking lots located along Second Street at Olive Avenue, Mill Avenue, Putnam Avenue and at Putnam Avenue and Hockett Street.
7. **California Firefighter Joint Apprenticeship Committee**
Re: Considering approval to enter into a Memorandum of Understanding with the California Firefighter Joint Apprenticeship Committee.
8. **Extension of Reclamation Area Lease Agreement**
Re: Considering approval of an extension to the Reclamation Area Lease Agreement with Rick Perigo Roadsiding for the management of 682.4 acres in the amount of \$165 per acre for an annual sum of \$112,596 to expire on October 31, 2024.
9. **Approval of Lease of Property to Porterville Transit**
Re: Considering approval of lease of 15 East Thurman, Suite A, effective July 1, 2018 to Porterville Transit.
10. **Extension of Canyon Springs Tentative Subdivision Map pursuant to AB 2973**
Re: Consideration of a Resolution approving a 24-month extension of time for the Canyon Springs Tentative Subdivision Map.
11. **Intent to Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan**
Re: Considering approval to schedule a Public Hearing on April 16, 2019, to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan.

- 12. Community Chalk Art at the Iris Festival**
Re: Considering approval of the second chalk art event and the appropriation of \$325.00 to the Arts Commission for the chalk art event from the 2018-2019 Community Promotions operating budget.
- 13. Assignment of Airport Lease - Lot 32B**
Re: Considering approval of the Assignment of the Airport Lease for Lot 32B between the City of Porterville and Mr. Donald Deaton to Mr. Ray Boriack.
- 14. Renewal of Airport Lease Agreement - Lot 34A**
Re: Considering approval of an extension of the Lease Agreement between the City of Porterville and Mr. Sam Lessley for Lot 34A at the Porterville Municipal Airport.
- 15. Approval for Community Civic Event - Porterville Pregnancy Center - Porterville Pregnancy Center's 5K Fundraiser - April 13, 2019**
Re: Considering approval of an event to take place at the Porterville Sports Complex on Saturday, April 13, 2019, from 7:00 a.m. to 12:00 p.m.
- 16. Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics Car Club - Rollin Relics Car Show - May 11, 2019**
Re: Considering approval of an event to take place on Saturday, May 11, 2019, from 8:00 a.m. to 3:00 p.m., at Veterans Park.
- 17. Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival - April 27, 2019**
Re: Considering approval of an event to take place on Saturday, April 27, 2019, from 9:00 a.m. to 4:00 p.m., and request for closure of specified streets, parking lot and sidewalks in the Downtown area for said event.
- 18. Approval for Community Civic Event - Comision Honorfica Mexicana - Annual Cinco de Mayo Parade and Sunday Fiesta - May 4 - 5, 2019**
Re: Considering approval of events to take place on Saturday, May 4, 2019, along Main Street from 7:00 a.m. to 1:00 p.m. and Sunday, May 5, 2019, from 10:00 a.m. to 7:00 p.m. at Veterans Park.
- 19. Request for Proclamation - Iris Festival Day - April 27, 2019**
Re: Considering approval of a request to proclaim April 27, 2019, as "Iris Festival Day."
- 20. Request for Proclamation - Arbor Day - April 26, 2019**
Re: Considering approval of a request to proclaim April 26, 2019, as "Arbor Day" in the city of Porterville.
- 21. City Council Member Requested Agenda Item - Consider a Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal**
Re: Considering approval of a request to consider a Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal as a Scheduled Matter on April 16, 2019.
- 22. City Council Member Requested Agenda Item - Consider Resolution of Support for H.R. 6: American Dream and Promise Act of 2019**
Re: Considering approval of a request to consider a Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019," as a Scheduled Matter at its next regularly

scheduled meeting on April 16, 2019.

23. Status and Review of Declaration of Local Emergency

Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

24. Consideration of a Conditional Use Permit for Alcohol Sales at El Maguey Restaurant

Re: Consideration of a Resolution to allow the sale of beer and wine under a Type 41 on-sale license in conjunction with the serving of meals at 1521 West Olive Avenue; and authorizing execution of a Letter of Public Convenience or Necessity.

25. Consideration of Draft Ordinances to Allow the Establishment and Operation of Commercial Adult-Use Cannabis Dispensaries

Re: Consideration of draft Ordinances to allow the establishment and operation of commercial adult-use cannabis dispensaries.

SCHEDULED MATTERS

26. Consideration of Promoting Self Worth (PSW) Service Agreement Increases

Re: Consideration of proposed PSW Service Agreement increases.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of April 16, 2019.

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

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



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: 1. Community Spring Clean-Up Event

SOURCE: Public Works

COMMENT: To encourage property maintenance and beautification, the City sponsors two (2) clean-up events every year; one in the Spring and one in the Fall. These events offer City residential refuse customers free disposal of general trash, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation Yard. City residents are required to bring a current City of Porterville refuse bill as proof of residency. Business or commercial waste is not allowed. Trailers will be limited to no longer than ten (10) feet, and participants will be required to unload their own vehicle. Items not accepted will include: mattress and box springs, tires, refrigerators, and any type of hazardous waste.

The next clean-up event is scheduled for Saturday, April 13, 2019, as approved by the City Council at its February 5, 2019, meeting. This event will be from 8:00 a.m. until 2:00 p.m. As in the past, the events are open to all residents receiving City residential refuse service. Cost for this event is funded through the Solid Waste Operating Budget.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. 2019 Spring Clean Up Event Flyer

Appropriated/Funded: MB

Review By:

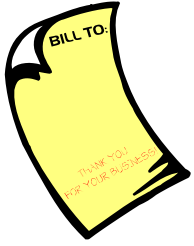
Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Spring Clean-Up Free Disposal Event

Clean-Up Event Guidelines:



- A current City of Porterville water/refuse bill will be required as proof of residency. **NO EXCEPTIONS**
- Residential customers only. No business or commercial waste allowed.
- All metal and wood should be separated for faster unloading.
- Trailers will be limited to no longer than 10 feet.
- Participants will be required to unload their own vehicle.

Not Accepted: Mattress/Box Springs

Tires

Refrigerators

Paint, oil, batteries or any type of hazardous waste
(see below)

When: Saturday, April 13, 2019 from 8:00 am - 2:00 pm
Where: City Corporation Yard - 555 N. Prospect Street
Who: Residents located within the City limits of Porterville
Accepted: Household trash, furniture, yard waste, scrap metal, E-waste

For more information, contact the City's Refuse Division at 782-7513.

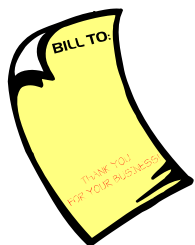
Hazardous Waste



Tulare County Environmental Health will be holding a Household Hazardous Waste collection event on **Sat. April 27th**, at the County Fire Station located at 22315 Ave. 152 (West Olive Ave.) from 8am - 12pm.



Evento de Limpieza Primavera y Disposición Gratis



Reglas del evento de limpieza otoñal gratis:

- Una factura actual de agua/basura de la Ciudad de Porterville será requerida como prueba de residencia.
- Solamente clientes residenciales. No se permite basura de negocios o de comercios.
- Todo metal y madera deben estar separados para acelerar la descarga.
- Los remolques se limitaran a no más de 10 pies.
- Los participantes deberán descargar su propio vehículo.

No Aceptado:

Colchon/y somier

Llantas

Refrigeradores

pintura, aceite, pilas/baterías o cualquier tipo de desechos peligrosos

Cuando: Sábado, 13 de abril a partir de las 8:00 de la mañana hasta las 2:00 de la tarde
Donde: Yards of Corporation de la Ciudad, 555 N. Prospect (al lado del Centro de Reciclaje)
Quien: Residentes ubicados dentro de los límites de la Ciudad de Porterville
Aceptado: Basura del hogar, muebles, artículos grandes, basura de yarda, chatarra

Para más información, llame a la división de basura de la Ciudad al 782-7513.

Desechos Peligrosos



El departamento de Salud Ambiental del Condado de Tulare llevara a cabo un evento de colección de desechos peligrosos del hogar el sábado, **27 de abril** en la estación de bomberos del Condado, ubicada en la 22315 Avenida 152 (West Olive Ave.) de 8:00 de la mañana hasta la 12:00 de la tarde.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval to Purchase Three Fire Command Vehicles and Authorization to Negotiate the Acquisition and Installation of Equipment on the New Vehicles

SOURCE: Fire

COMMENT: The Fire Department has five (5) Fire command vehicles in its fleet. Three (3) out of the five (5) vehicles are due for replacement this year. It is staff's recommendation to purchase all three (3) of the replacement Fire command vehicles before the start of peak fire season in the beginning of summer.

Staff has requested three (3) quotes for the replacement of the current command vehicles from Downtown Ford (Sacramento), Porterville Ford (Porterville) and Winner Chevrolet (Elk Grove). The quote information is provided below and includes sales tax (including Measure I) for the City Council's reference:

Downtown Ford: \$94,680.48

Porterville Ford: \$102,631.70

Winner Chevrolet: \$103,808.32

If approved, the Fire command vehicles will be ordered from the lowest bidder, Downtown Ford, in the estimated total cost of \$94,680.48. All of the necessary equipment, including lights, radios, and other tools which will be required to place the vehicles into service will be negotiated through various vendors for an additional cost not to exceed \$30,000 per vehicle, or \$90,000 total.

The total estimated cost of the three (3) Fire command vehicles fully equipped shall not exceed \$184,680.48.

Funding for the purchase of all three (3) Fire command vehicles and equipment is available from the Department's equipment replacement account.

RECOMMENDATION: That the City Council:

1. Approve the purchase of three (3) fire command vehicles from Downtown Ford at a price of \$94,680.48, inclusive of sales tax.
2. Authorize staff to negotiate the acquisition and installation of the necessary equipment to place the new vehicles in service, with several vendors, at a not to exceed total cost of \$30,000 per vehicle.

ATTACHMENTS: 1. Fire Command Vehicle Quotes

2. Downtown Ford Quote
3. Porterville Ford Quote
4. Winner Chevrolet Quote

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

2019 Battalion Chief vehicle quotes								
Sacramento Ford	Unit Price	Factory Options	Document Fee	9.25%	Ca Tire Fee	Total	# of Units	Total
2019 Ford F250	\$26,354.00	\$ 2,438.00	\$ 80.00	\$28,872.00	\$ 17.50	\$31,560.16	3	\$ 94,680.48
Porterville Ford								
2019 Ford F250	\$31,218.00	\$ -	\$ 80.00	\$31,298.00	\$ 17.50	\$34,210.57	3	\$102,631.70
Winner Chevrolet								
2019 Silverado 2500HD	\$27,592.00	\$ 3,980.00	\$ 85.00	\$31,657.00	\$ 17.50	\$34,602.77	3	\$103,808.32

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S022019 1212

QUOTATION

Customer

Name CLAYTON DIGNAM
Address CITY OF PORTERVILLE
City CODE ENFORCEMENT
Phone VIA EMAIL

Date 2/20/2019
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
2	2019 FORD F250 SUPER CAB 4X4 PICKUP - GAS STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 23	\$26,354.00	\$52,708.00
2	HD SERVICE SUSPENSION	\$127.00	\$254.00
2	ALL TERRAIN TIRES	\$167.00	\$334.00
2	HD ALTERNATOR	\$97.00	\$194.00
2	TRAILER BRAKE CONTROLLER	\$274.00	\$548.00
2	POWER GROUP, WINDOWS / LOCKS / MIRRORS	\$926.00	\$1,852.00
2	PRIVACY GLASS	\$375.00	\$750.00
2	SPRAY ON BEDLINER	\$295.00	\$590.00
2	POWER OUTLET 110V/400W	\$177.00	\$354.00
2	DOC FEE	\$80.00	\$160.00
SALES TAX 7.75%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Taxes

Subtotal	\$57,744.00
Delivery	\$1,000.00
SAN JOAQUIN	\$4,475.16
CA Tire Tax	\$17.50
TOTAL	\$63,236.66

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

NEW FORD F-250 SUPERCAB PICKUP 4X4

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES

STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 23

MAJOR STANDARD EQUIPMENT

4WD, 6.2L V8 FFV GAS ENGINE, 6-SPEED AUTOMATIC TRANSMISSION, 6.5' BED / 148" WB, 10,000# GVWR BLACK FRONT & REAR STEP BUMPERS, 17" ARGENT PAINTED STEEL WHEELS, RUBBER FLOORING, VINYL SEATS, MANUAL WINDOWS, A/C, AM/FM, TRAILER TOW PACKAGE, TILT WHEEL, XL TRIM

X2B

26,354.00

DRIVETRAIN / TRIM / BED LENGTH

1TM #

PRICE

ELECTRONIC LOCKING REAR AXLE

2AXL

389.00

LONGBED - 8' BED / 164" WB

214.00

UPGRADE TO XLT TRIM - INCL. POWER GROUP, CHROME FRONT & REAR BUMPERS, AM/FM/CD/AUX, 40/20/40 CLOTH SEATS, CARPETED FLOOR COVERING (CAN BE DELETED), CARPET FLOOR MATS, AUTO LAMPS, 18" CAST ALUMINUM WHEELS, PRIVACY GLASS, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM, CRUISE CONTROL, SYNC HANDS-FREE BLUETOOTH

2XLT

4,897.00

FACTORY-INSTALLED OPTIONS

110V / 400W OUTLET

243C

177.00

ADVANCED SECURITY PACKAGE

276Z

62.00

ALL TERRAIN TIRES

2TBM

167.00

BACKUP ALARM

276C

141.00

BED MAT (N/A WITH GOOSENECK HITCH, N/A WITH SERVICE BODY TRUCKS)

285M

153.00

BLIND SPOT INFO. SYSTEM (BLIS) W/CROSS TRAFFIC ALERT (REQ. POWER GROUP, N/A W/SERVICE BODY TRUCKS)

260B

546.00

BLUETOOTH - FACTORY SYNC

291M

653.00

BOXLINK BED TIEDOWN SYSTEM (N/A WITH SERVICE BODY TRUCKS)

266B

76.00

CARPET DELETE (XLT TRIM ONLY)

2166

(41.00)

CENTER HIGH MOUNT STOP LAMPS (CHMSL) CAMERA - PROVIDES VIEW OF BED (REQ. XL VALUE PKG, N/A WITH SERVICE BODY TRUCKS)

872

202.00

ROOF CLEARANCE LIGHTS

2592

80.00

CLOTH SEATING - HIGH BACK BUCKET SEATS

2LS0

621.00

CRUISE CONTROL

2525

238.00

DAYTIME RUNNING LIGHTS

0942

45.00

HD ALTERNATOR

067E

97.00

HD SERVICE SUSPENSION

267H

127.00

LED BOX LIGHTING (N/A WITH SERVICE BODY TRUCKS)

266L

62.00

LED ROOF MARKER / CLEARANCE LIGHTS

2592

80.00

POWER GROUP - INCLUDES POWER LOCKS, WINDOWS, AND HEATED POWER MIRRORS

290L

926.00

POWER-SLIDING GLASS W/DEFROST (REQUIRES POWER GROUP)

2435

535.00

REAR VIEW CAMERA STANDARD FOR PICKUP, OPTIONAL BOX DELETE/SERVICE BODY

2871

535.00

REAR WINDOW DEFROSTER

243B

92.00

REMOTE START SYSTEM (REQUIRES POWER GROUP)

276S

198.00

REVERSE SENSING SYSTEM (N/A WITH SERVICE BODY TRUCKS / LIFTGATE, REQUIRES OEM REAR BUMPER)

276R

248.00

RUNNING BOARDS

218B

375.00

SKID PLATES

413

159.00

SPLASH GUARDS - FRONT & REAR (N/A WITH SERVICE BODY TRUCKS)

261S

131.00

TAILGATE STEP (N/A WITH SERVICE BODY TRUCKS)

285G

380.00

TRAILER BRAKE CONTROLLER

252B

574.00

TRAILER TOW CAMERA SYSTEM - INCLUDES 360 DEGREE CAMERA SYSTEM, TRAILER REVERSE GUIDANCE SYSTEM (REQUIRES XL VALUE PACKAGE, POWER GROUP, N/A WITH SERVICE BODY TRUCKS, REQUIRES SYNC 3)

2873

834.00

UPFITTER SWITCHES

266S

299.00

VOICE ACTIVATED NAVIGATION (REQUIRES UPGRADE TO XLT TRIM)

221N

1,034.00

WHEEL LOCKS

294W

76.00

WHEEL WELL LINER (N/A WITH SERVICE BODY TRUCKS)

261M

182.00

XL VALUE PACKAGE - INCLUDES AM / FM / CD / AUX, BRIGHT CHROME HUB COVRES, CHROME FRONT AND REAR STEP BUMPERS

296V

1,012.00

DEALER UPGRADES

CAMPER SHELL - LEER LEGEND

0CMP

1,890.00

MATERIAL RACK

2MAT

1,395.00

PRIVACY GLASS

0TNT

375.00

PUSH BUMPER - [] SETINA (OSP1) [] GO RHINO (OGP1) (SELECT ONE)

795.00

SPOT LAMPS - PILLAR MOUNTED (EACH): [] DRIVER SIDE [] PASS. SIDE [] -OR- [] ROOF MOUNT

0SPT

1,074.00

SPRAY-IN BEDLINER

0LIN

595.00

TOMMYGATE 1000# LIFTGATE

0TOM

3,599.00

TOOLBOX - DIAMOND PLATE CROSSBOX

0XBX

795.00

UNDERSEAL CHASSIS

0UND

399.00

SERVICE BODIES

RECEIVER HITCH FOR SERVICE BODY TRUCKS

0HTC

595.00

SERVICE BODY - DIAMOND 16-38-96-CT B49 CLOSED TOP [] ADD \$160 FOR OPEN TOP (2DO1)

2C01

6,307.00

SERVICE BODY - CTEC 9838 79

2DC1

6,991.00

SERVICE BODY - HARBOR HT098

2H01

6,355.00

SERVICE BODY - KNAFHEIDE 696J40 CLOSED TOP [] ADD \$495 FOR OPEN TOP (2K01)

2KC1

6,963.00

SERVICE BODY - PACIFIC 96401549

2P01

6,720.00

SERVICE BODY - ROYAL 40-VO-98

2R01

6,536.00

SERVICE BODY - SCELZI-SCBR-98-79-38V CLOSED TOP [] ADD \$160 FOR OPEN TOP (2S01)

2SC1

6,255.00

ACCESSORIES

EXTRA KEY, NO POWER GROUP - MAXIMUM OF 5 KEYS PER VEHICLE

00KY

189.00

EXTRA KEY, W/ KEY FOB (REQ. POWER GROUP) - MAXIMUM OF 5 KEYS PER VEHICLE

0PKY

299.00

MANUAL - SHOP (CD-ROM)

0MS0

294.00

MANUAL - PARTS (CD-ROM)

0MP0

279.00

WARRANTY - EXTRA CARE, 5YR/100,000MI/\$100.00 DEDUCTIBLE

3WTY

2,242.00

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

MAJOR PRODUCT SUMMARY

The 2019 Super Duty® reinforces the tough image of the F-Series and continues to meet the needs of both commercial and personal use customers.

The following equipment is standard as indicated. Each series includes the standard equipment of the previous series, except where otherwise noted:

MECHANICAL	XL	XL content, plus:	XL	All XL content, plus:	All XL content, plus:	Lariat			
• Brakes – Four-Wheel Disc Anti-lock Brake System (ABS) • Electronic-Shift-On-the-Fly (ESOF) (4x4 only) • Engine — F-250/F-350 – 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) — F-450 – 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 • Transmission — TorqShift® six-speed automatic w/SelectShift® (NA F-250 w/6.2L gas) — TorqShift®-G six-speed automatic w/SelectShift® (F-250 w/6.2L gas)				EXTERIOR • Bumpers – front & rear, black painted • Fender vents – front • Front License Plate Bracket • Glass – solar-tinted • Grille – black painted • Handles – door & tailgate, black • Jack — 2-Ton mechanical (250/350 SRW) — 4-Ton hydraulic (350 DRW/450) • Splash Guards/Mud Flaps – Front (F-450 only) • Tailgate – Removable w/key lock • “Three-Blink” lane change signal • Tow hooks – front, two (2) • Trailer Sway Control • Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector • Wheels — F-250/F-350 SRW – 17” Argent Painted Steel w/painted hub covers/center ornaments — F-350 DRW – 17” Argent Painted Steel (hub covers/center ornaments not included) — F-450 – 19.5” Forged Polished Aluminum w/bright hub covers/center ornaments — Manual Locking Hubs (4x4) — Spare tire, wheel, lock & carrier • Windshield wipers – intermittent	EXTERIOR • Black Platform running board (F-350 DRW/F-450 only) • BoxLink™ (includes four (4) premium locking cleats) • Bumper – front & rear, chrome • Grille – two bar, bright chrome • Wheels – F-250/F-350 SRW – 18” Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments	EXTERIOR • 6” Angular chrome step bar (F-350 DRW/F-450) • Fog Lamps • Grille – two (2) bar, chrome (includes chrome inserts) • Handles – body-color, door, tailgate • Wheels — F-250/F-350 SRW – 18” Bright Machined Cast Aluminum w/bright hub covers/center ornaments — F-350 DRW – 17” Forged Polished Aluminum w/bright hub covers/center ornaments	MECHANICAL • None EXTERIOR • 8” LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications • 110V/400W outlets; one (1) dash mounted and one (1) in rear console • Air conditioning – Dual-Zone Electronic Automatic Temperature Control (DEATC) • Air conditioning vents – silver metallic with chrome ring • Door-trim – soft armrest grab handle, power window/lock switches and reflector; front map pockets on SuperCab; front and rear map pockets on Crew Cab • Power-Adjustable Pedals • Seats, Front — Leather seating surfaces 40/Console/40 — 10-way power driver & front-passenger seats (six-way power-adjustable-track, two-way power recline and two-way power lumbar) • Seats, Rear — Armrest with cupholders (Crew Cab) • Steering Wheel – leather-wrapped, color-coordinated with five (5) button control • Sun visors – color-coordinated cloth; both driver and passenger w/covered illuminated visor vanity mirrors • Window – rear, power-sliding with privacy glass and defrost SAFETY/SECURITY • Mirrors – Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) • Mirror – rearview, electrochromic self-dimming • SecuriCode™ keyless entry keypad DRIVER ASSIST • Autolock, Auto unlock, AutoLamp (Auto On/Off Headlamps) • Reverse Sensing System • SYNC® 3 — Enhanced Voice Recognition Communications and Entertainment System — 8” LCD Capacitive Touchscreen in Center Stack with Swipe Capability — Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System — AppLink® — 911 Assist® — Apple CarPlay™ and Android Auto™ — Smart-Charging USB Ports – two (2) • Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. FUNCTIONAL • Audio – AM/FM MP3 player & five (5) speakers • SiriusXM® Radio¹ • Note: Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii • Trailer Brake Controller (incl. Smart Trailer Tow Connector)	MECHANICAL • AdvanceTrac® with RSC® (Roll Stability Control™) • Belt-Minder® (front safety belt reminder) — chime & flashing warning light on I/P if belts not buckled • Center High-mounted Stop Lamp (CHMSL) • Driver and passenger frontal and side airbag/curtain; passenger side deactivation Switch • Engine Only Traction Control (DRW only) • Headlamps – Quad beam jewel effect halogen • Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only • Mirrors – manually telescoping two-way fold trailer tow with manual glass • Rear View Camera • Safety belts – w/height adjustment D-ring • Safety Canopy® System • SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS) • SOS Post-Crash Alert System™ • Stationary Elevated Idle Control • Underhood service light DRIVER ASSIST • AutoLamp (Auto On/Off Headlamps) with RainLamp Wiper Activated Headlamps • Hill Start Assist FUNCTIONAL • Audio – AM/FM stereo (four (4) speakers) • Heavy-Duty Alternator (157 AMP) • Rear axle — Non-Limited-Slip (F-250 and F-350) — 4.30 Limited-Slip (F-450)	MECHANICAL • None EXTERIOR • 6” Angular chrome step bar (F-350 DRW/F-450) • Fog Lamps • Grille – two (2) bar, chrome (includes chrome inserts) • Handles – body-color, door, tailgate • Wheels — F-250/F-350 SRW – 18” Bright Machined Cast Aluminum w/bright hub covers/center ornaments — F-350 DRW – 17” Forged Polished Aluminum w/bright hub covers/center ornaments INTERIOR/COMFORT • 8” LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications • 110V/400W outlets; one (1) dash mounted and one (1) in rear console • Air conditioning – Dual-Zone Electronic Automatic Temperature Control (DEATC) • Air conditioning vents – silver metallic with chrome ring • Door-trim – soft armrest grab handle, power window/lock switches and reflector; front map pockets on SuperCab; front and rear map pockets on Crew Cab • Power-Adjustable Pedals • Seats, Front — Leather seating surfaces 40/Console/40 — 10-way power driver & front-passenger seats (six-way power-adjustable-track, two-way power recline and two-way power lumbar) • Seats, Rear — Armrest with cupholders (Crew Cab) • Steering Wheel – leather-wrapped, color-coordinated with five (5) button control • Sun visors – color-coordinated cloth; both driver and passenger w/covered illuminated visor vanity mirrors • Window – rear, power-sliding with privacy glass and defrost SAFETY/SECURITY • Mirrors – Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) • Mirror – rearview, electrochromic self-dimming • SecuriCode™ keyless entry keypad DRIVER ASSIST • Autolock, Auto unlock, AutoLamp (Auto On/Off Headlamps) • Reverse Sensing System • SYNC® 3 — Enhanced Voice Recognition Communications and Entertainment System — 8” LCD Capacitive Touchscreen in Center Stack with Swipe Capability — Pinch-to-Zoom capability included with available Voice-Activated Touchscreen Navigation System — AppLink® — 911 Assist® — Apple CarPlay™ and Android Auto™ — Smart-Charging USB Ports – two (2) • Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. FUNCTIONAL • Audio — Premium AM/FM MP3 player — B&O Sound System by Bang & Olufsen w/(ten (10) speakers and subwoofer) * • Extra Heavy-Duty Alternator (200 AMP)

Please see Standard Equipment pages for more details.

¹ Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of SiriusXM Radio Inc.

² Includes a complimentary trial subscription of 3 months or 3 gigabytes – whichever comes first, Wireless Service Plan required after trial subscription ends. Visit att.com/ford to start complimentary trial and sign up for a Wireless Service Plan

³ Includes Service for one year from the vehicle sale date as recorded by the dealer

Product Features Availability

Features, options and package content subject to change.

★ = New for this model year



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VEHICLE DESCRIPTION

SUPER DUTY

2019 F250 SRW 4X4 SUPERCAB XL 148" WB STYLESIDE 6.2L EFI V-8 ENGINE 6-SPEED AUTOMATIC TRANS G

EXTERIOR OXFORD WHITE INTERIOR MEDIUM EARTH GRAY CLOTH

KE D68949

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE			
EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
• BOX RAIL/TAILGATE MOLDINGS	• 60/40 FOLD-UP REAR BENCH SEAT	• 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM	• ADVANCETRAC WITH RSC
• DOOR HANDLES - BLACK	• AIR COND, MANUAL FRONT	• HILL START ASSIST	• AIRBAGS - SAFETY CANOPY
• HEADLAMPS -WIPER ACTIVATED	• DRIVER SEAT-MANUAL LUMBAR	• JEWEL EFFECT HEADLAMPS	• BELT-MINDER CHIME
• LOCKING REMOVABLE TAILGATE	• OUTSIDE TEMP DISPLAY	• MANUAL LOCKING HUBS	• DRIVER/PASSENGER AIR BAGS
• PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT	• PARTICULATE AIR FILTER	• MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR	• SECURILOCK® ANTI-THEFT SYS
• SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT	• TILT/TELESCOPE STR COLUMN	• MYKEY®	• SOS POST CRASH ALERT SYS
• TOW HOOKS	• VINYL SUN VISORS	• REAR VIEW CAMERA NA W/BOX DLT	
• TRAILER SWAY CONTROL			WARRANTY
			• 3YR/36,000 BUMPER / BUMPER
			• 5YR/60,000 POWERTRAIN
			• 5YR/60,000 ROADSIDE ASSIST
			• 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT/OTHER		BASE PRICE	\$38,115.00
PREFERRED EQUIPMENT PKG.600A		TOTAL OPTIONS/OTHER	1490.00
6-SPEED AUTOMATIC TRANS G	NO CHARGE		
LT245/75R17E BSW ALL-TERRAIN	165.00		
3.73 RATIO REGULAR AXLE	NO CHARGE	TOTAL VEHICLE & OPTIONS/OTHER	39605.00
10000# GVWR PACKAGE		DESTINATION & DELIVERY	1295.00
SKID PLATES	100.00		
50 STATE EMISSIONS	NO CHARGE		
SPARE TIRE AND WHEEL	NO CHARGE		
CRUISE CONTROL	235.00		
AM/FM STEREO MP3/CLK	550.00		
JACK			
EXTERIOR BACKUP ALARM	140.00		
REAR CHMSL CAMERA	200.00		
CLOTH 40/20/40 SEAT	100.00		
SYNC VOICE ACTIVATED SYSTEMS			

	RAMP ONE		TOTAL MSRP \$40,900.00
	CS76	RAIL	
	RAMP TWO	ITEM #:	
		72-2939 O/T 2	
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		B241 A 7BX X 915 000774 01 15 19

EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated Not Rated

Based on the risk of injury in a side impact.

Rollover

★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FT7X2B60KED68949





WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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02/25/2019



Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

Ch. St. Contact

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

1-1P-23-20



Item #23

Note: Photo may not represent exact vehicle or selected equipment.

Winner Chevrolet / Elk Grove Auto Group

Dealership Information

WINNER CHEVROLET - Bill Kemery, Fleet Dept. Manager -
916-429-4700 - billk@lasherauto.com

Prepared By:

Bill Kemery
Winner Chevrolet / Elk Grove Auto Group
916-429-4700
BillK@LasherAuto.com

#27590⁰⁰ FOR Bkch.

3,980⁰⁰ Factory opt.

\$31,572⁰⁰

+ Ch. St. Sales Tax

+ \$75 in Tire Fees

+ \$5⁰⁰ DOC Fee +

Delivery to Porterville

or W/C will Call.

WPK

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Data Version: 7668. Data Updated: Feb 14, 2019 9:34:00 PM PST.



Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" Work Truck

MSRP:\$40,300.00

Interior:Dark Ash with Jet Black Interior Accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel

Transmission, 6-speed automatic, heavy-duty, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK25753	[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" Work Truck	\$40,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
A91	Remote Locking Tailgate	Inc.
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
CGN	Bed Liner, Spray-on	Inc.
DD8	Mirror, inside rearview auto-dimming	Inc.
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, Black;	Inc.
E20	Door handles, chrome	Inc.
GAZ	Summit White	\$0.00
GT5	Rear axle, 4.10 ratio	\$0.00
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	\$0.00
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
KI4	Power outlet, 110-volt AC	Inc.
KW5	Alternator, 220 amps	\$150.00

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel		\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled		\$0.00
N79	Wheel, 18" x 8" (45.7 cm x 20.3 cm) full-size, steel spare.		\$0.00
PCN	Silverado HD Custom		\$3,630.00
PYU	Wheels, 20" 5-spoke polished aluminum	Inc.	
QFC	Tires, LT265/60R20E all-terrain, blackwall		\$200.00
R9Y	Fleet Free Maintenance Credit.		(\$45.00)
UE1	OnStar and Chevrolet connected services capable	Inc.	
VK3	License plate kit, front		\$0.00
VQ2	Fleet processing option		\$0.00
VV4	Chevrolet 4G LTE	Inc.	
YF5	Emissions, California state requirements		\$0.00
ZY1	Paint, solid		\$0.00
—	Chevrolet Connected Access	Inc.	

SUBTOTAL

Adjustments Total \$0.00

Destination Charge \$1,495.00

TOTAL PRICE

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Standard Equipment

Mechanical

Pickup box

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Mechanical

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

GVWR, 9500 lbs. (4309 kg) (Requires CK25903 model, (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Air cleaner, high-capacity

Transfer case, with floor-mounted shifter (Included with 4WD models only.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated (Standard on Double Cab models. Standard on Regular Cab models with a pickup box. Included with (PCN) Silverado HD Custom on Crew Cab models. With (E63) pickup box, requires available (Z82) trailering equipment. Available to order as a free flow option on Crew Cab or Regular Cab models with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

Trailering equipment Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab or Regular Cab models with a pickup box Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailing, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab or Regular Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

Floor covering, Graphite-colored rubberized-vinyl

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Interior

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab.)

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Interior

Daytime Running Lamps with automatic exterior lamp control

Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (With (ZW9) pickup box delete on Double Cab and Regular Cab you will get the following: Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information. Regular Cab model does not have rear outboard seating positions.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

~~Drivetrain Miles/km: 60,000~~

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

~~Roadside Assistance Miles/km: 60,000~~

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

~~Maintenance Note: 1 Year/1 Visit~~

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Winner Chevrolet / Elk Grove Auto Group

Bill Kemery | 916-429-4700 | BillK@LasherAuto.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	4400 lbs
Rear Gross Axle Weight Rating:	6200 lbs
Gross Vehicle Weight Rating:	9500.00 lbs

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK25753	2019 Chevrolet Silverado 2500HD 4WD Double Cab 144.2" Work Truck	\$37,962.60	\$40,300.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
—	Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Included and only available with (UE1) OnStar.	0.00 lbs	0.00 lbs	Inc.	Inc.
UE1	OnStar and Chevrolet connected services capable (Included with (PCN) Silverado HD Custom.	2.00 lbs	2.00 lbs	Inc.	Inc.

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
A91	Remote Locking Tailgate (Included and only available with (AQQ) Remote Keyless Entry.)	0.00 lbs	0.00 lbs	Inc.	Inc.
AKO	Glass, deep-tinted (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	0.00 lbs	0.00 lbs	Inc.	Inc.
CGN	Bed Liner, Spray-on Pickup box bed liner with bowtie logo. Liner is permanently bonded to the truck bed providing a water tight seal. The textured, non-skid surface is black in color and robotically applied. Spray-on liner covers entire bed interior surface below side rails, including tailgate, front box top rail, gauge hole plugs and lower tie down loops. (Included with (PCN) Silverado HD Custom or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup box delete or (VZX) bed liner, LPO. Not available with any ship thru code.)	0.00 lbs	34.00 lbs	Inc.	Inc.
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, Black; Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available on Double Cab or Regular Cab models with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCN) Silverado HD Custom. Includes (DD8) auto-dimming inside rearview mirror. Available as a free flow option on Crew Cab models with (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Required when (ANQ) Alaskan Snow Plow Package and (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCR) WT Fleet Convenience Package (Crew Cab) are ordered together.)	11.00 lbs	3.00 lbs	Inc.	Inc.
E20	Door handles, chrome (Included and only available with (PCN) Silverado HD Custom.)	0.00 lbs	0.00 lbs	Inc.	Inc.
N79	Wheel, 18" x 8" (45.7 cm x 20.3 cm) full-size, steel spare. (Requires 18" or 20" wheels and tires. Not available with Regular Cab model.)	-1.00 lbs	7.00 lbs	\$0.00	\$0.00
VK3	License plate kit, front	1.00 lbs	0.00 lbs	\$0.00	\$0.00 ²

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AQQ	Remote Keyless Entry (Included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab), (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Includes (A91) remote locking tailgate.)	0.00 lbs	0.00 lbs	Inc.	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPN) outside heated power-adjustable vertical trailering mirrors.)	1.00 lbs	0.00 lbs	Inc.	Inc.
KI4	Power outlet, 110-volt AC (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	3.00 lbs	2.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	2.00 lbs	1.00 lbs	\$136.50	\$150.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PCN	Silverado HD Custom includes (AKO) deep-tinted glass, (A91) remote locking tailgate, (KI4) 110v outlet, (AQQ) Remote Keyless Entry, (CGN) spray-on bed liner, (UE1) OnStar, (E20) chrome door handles, and (PYU) 20" polished aluminum wheels. (Requires (QFC) LT265/60R20E all-terrain, blackwall tires. Double Cab requires CK25753 model and includes (DPN) outside heated power-adjustable trailering style mirrors. Not available with Regular Cab model, (L5P) Duramax 6.6L Turbo-Diesel V8 engine, (DF2) vertical trailering mirrors, (ZW9) pickup box delete, (9J4) rear bumper delete, (RTH) 20" polished aluminum with Dark Argent Metallic pocket wheels, (ANQ) Alaskan Snow Plow Special Edition, (9G3) off-road Suspension Package, for base decor vehicles, (PCM) WT Convenience Package (Double Cab and Regular Cab), (PCR) WT Fleet Convenience Package (Crew Cab) or (PCO) Essentials Package, LPO.) *GROSS*	0.00 lbs	0.00 lbs	\$3,303.30	\$3,630.00

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ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
VV4	Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Included and only available with (UE1) OnStar.	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*	0.00 lbs	0.00 lbs	(\$40.95)	(\$45.00)
VQ2	Fleet processing option	0.00 lbs	0.00 lbs	\$0.00	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
	Option/package discount (Requires (PCN) Silverado HD Custom.)	0.00 lbs	0.00 lbs		

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GT5	Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
H2Q	Dark Ash with Jet Black Interior Accents, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)	1.00 lbs	1.00 lbs	\$0.00	\$0.00

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (15)

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PYU	Wheels, 20" 5-spoke polished aluminum includes 18" x 8" (45.7 cm x 20.3 cm) steel spare wheel. (Included and only available with (PCN) Silverado HD Custom.)	8.00 lbs	8.00 lbs	Inc.	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
QFC	Tires, LT265/60R20E all-terrain, blackwall (Not available with Regular Cab model.)	24.00 lbs	24.00 lbs	\$182.00	\$200.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Authorization of Additional Funds for Emergency Repairs to Restore Supervisory Control And Data Acquisition Communication

SOURCE: Public Works

COMMENT: The Public Works Department-Water Utility Division has experienced a series of communication issues with the Supervisory Control And Data Acquisition (SCADA) System, indicating imminent failure and was approved by City Council to be repaired on November 6, 2018. After further assessment, additional costs were added to include 142 alarms that were not in the original proposal which are crucial to the operation of the City's SCADA system; the proposal was modified to include a total of 317 monitoring alarms.

The SCADA System is a crucial part of the City's Water System Operations, with continuous monitoring, and automated adjustments based on fluctuating system demands. The SCADA System monitors and maintains Water Storage Reservoir levels, Well Operations, Booster Pumps, Pressure Zones, Sewer Lift Stations, and Storm Drain Pump Stations. The City Water System pressure is monitored on an average system pressure across four (4) pressure zones calling for automated Well and Booster pump operations to maintain pressure set points. City Sewer Lift Stations and Storm Drain Pump Stations are also being monitored by the SCADA System, assuring that they are in continuous working order. In the event that any portion of the City's operational equipment malfunctions, the SCADA System remotely notifies designated staff for immediate response.

The current issues have involved intermittent communication failures for extended periods of time, forcing staff to have to operate the Water System in a Manual Mode, increasing overtime and the necessity of around the clock supervision.

The SCADA system that is currently operated by City staff since 1994 is a Siemens Manufacturing Product and is identified as a proprietary piece of equipment. Therefore, the staff has sought out SCADA integrators capable of providing support and temporary repairs on the City of Porterville's SCADA System. City staff has identified Primex Company as a qualified integrator capable of meeting the immediate need for repairs and ensuring the City's SCADA system does not fail prior to the configuration of a complete SCADA upgrade.

The City's Water System, Sewer Collections System, and Storm Drain System

Item No. 2.

require the need for continuous SCADA operation. A quote was obtained from Primex Company, who is identified as an approved proprietary repair integrator for Siemens SCADA Systems. Primex Company is currently working to implement repairs, restore communications, and repair all necessary components of the SCADA system. Council's original authorization for repair cost was not to exceed the dollar amount of \$47,361. Primex has submitted a revised proposal including the additional 142 alarms, increasing the repair cost by \$8,908. Staff is requesting that the Council approve the additional expenditure to complete the SCADA System repairs. The repair cost will reflect an increase for additional services not to exceed the dollar amount of \$59,150 (inclusive of all parts, taxes, labor, and 17% contingency). The total cost for all SCADA repairs will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Authorize additional costs in the amended proposal for repairs to the City SCADA System by Primex Company;
2. Direct the Finance Director to initiate a Purchase Order to Primex Company in an amount not to exceed \$59,150 (inclusive of all parts, taxes and a 17% contingency) for the repair of Supervisory Control And Data Acquisition Communications; and
3. Direct the Finance Director to make payment to Primex Company upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Primex Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



To: Porterville, CA - Attn: Kent Bartlett
Re: Porterville, CA – Water System Alarm Notification System
Engineer: Jeff Martin – Carollo Engineers

We are pleased to provide the following proposal for equipment and services for the subject project based your request and project information as listed below. Related project requirements for proposed equipment and services shown in other sections or plans may not be provided or accounted for in this proposal. Proposal is based on the use of PRIMEX standard equipment and designs to meet the project requirements. Review proposal carefully. Equipment and services not listed may not be provided.

Our proposal references the following project information and includes those items as described in the attached Bill of Materials:

- E-Mails
 - 9/21/18 – Initial request with System Layout Drawing
- Other
 - Existing System Documentation received from RE Pedrotti and EVOQUA.

Rev 1 – 10/25/18 – Added migrate existing Wonderware application to customer provided PC using VMWare. See item C.

Rev 2 – 10/29/18 – Added customer furnished PC requirements and option for PRIMEX field services to assist City in troubleshooting and correcting ongoing problems.

Rev 3 – 3/26/19 – Adds Option for increasing alarm monitoring from 175 point up to 317 points. Per your e-mail request of 2/25/19. – See option 3.

Should you have any questions or require additional information concerning this quotation please contact me at (763)-559-0568.

Sincerely,

A handwritten signature in blue ink that reads "Troy A. Hertog".

Troy Hertog

BILL OF MATERIALS

1. Control Panel Modifications

- A. Qty 1 - Equipment and programming for in field installation into existing Microcat and LC3000 master control panels. Existing 9710 and LC3000 master programs shall be updated to allow for communications to iconcontrol cloud based system via customer supplied broadband connection. Equipment to be field installed and programs to be uploaded by PRIMEX programmer per item B of this proposal. The following main items are included:
1. Programming Mods to existing MicroCAT 9710 master to allow for serial communications to new protocol gateway module. – Alarms only will be monitored.
 2. Programming mods to existing LC3000 master to allow for Ethernet based Modbus TCP/IP communications to iconcontrol Security Appliance/Router.
 3. Protocol Gateway to convert MicroCAT protocol to Modbus TCP/IP for connection to iconcontrol Security Appliance/Router.
 4. iconcontrol Security Appliance Configured for connection to customer provided broadband connection. (See notes under clarifications.)
 5. iconcontrol configured/Programmed for alarm notification only with up to 175 alarm points. If additional alarm points are required, please advise factory for price adjustment.
 6. 1 Year iconcontrol Service
- B. Qty 1 - Field services to install new equipment and install software upgrades for the MicroCAT and IntraLink master units. The following main items are included:
1. Travel
 2. Lodging
 3. Meals
 4. On Site Installation and Start Up
 5. iconcontrol Training
- C. Qty 1 – Migrate customer existing Wonderware application operating on Windows XP to new customer furnished PC. The following items are included:
1. Receive customer provided PC and copy of Current Wonderware Application
 2. Setup and load VMware
 3. Migrate Wonderware application to new PC and bench test.
 4. Reship Updated PC

Note: Customer provided PC shall have the following specs or better:

a. Hardware

- (1) Processor i7
- (2) RAM 16 Gig
- (3) Hard Drive 500 Gig
- (4) 1 RS-232 Serial Port
- (5) 3 USB Ports
- (6) 1 Parallel Port if Required for Printer
- (7) Keyboard
- (8) Mouse
- (9) Monitor (Should be able to support same resolution as existing monitor)

b. Windows 10 Pro 64 Bit Operating System

Note: Customer provided PC must be in good working order. If found to be not working or requiring upgrades to be in compliance with above mentioned specs, this work will be done on a time and material basis and added to the purchase price.



2. Services

- A. Engineering/Drafting
- B. Documentation *Electronic* (Submittal and O&M Manuals) – See clarifications for specific documentation included.
- C. System Testing
- D. Warranty, Factory Standard 1 Year
- E. Freight Allowed To Jobsite (FOB Shipping Point)

Total net price to City of Porterville, CA for the above materials and services, excluding sales tax is \$ 33,666.00 USD

Options

- 1. Recommended - Upgrade iconcontrol alarm notification to include tabular screen showing each alarm status and individual alarm enable/disable switch – Add \$ 1,408.00
- 2. PRIMEX Factory Service technician on site to assist in troubleshooting and correcting customer punch list of malfunctioning telemetry and control equipment. Customer to provide list of items requiring correct and priority to be accomplished. Service tech will accomplish as many items as time permits. Cost are as listed below: (Includes: transportation, lodging, meals and at least 8 hours on customer site(s) per day.)
 - a. 1 Day \$ 4,221.00
 - b. 2 Days \$ 5,470.00
 - c. 3 Days \$ 6,732.00
 - d. 4 Days \$ 7,981.00

Note: The above factory service technician pricing is per trip. The technician will fix as many items as time permits. Prices do not include new or replacement parts. If new parts are required or specialized factory programming is required, parts and programming services will be provided on a time and material basis and added to the purchase price.

- 3. *Increase alarm monitoring from 175 points to 317 points. – Add \$ 8,908.00*
 - a. *Includes iconcontrol HMI and PLC programming labor and 1st year iconcontrol annual service cost for the additional points.*
 - b. *The proposal pricing reflects efficiencies based on performing the additional configurations at the same time as the original proposed work. The above proposed work must be ordered and completed prior to shipment of original project.*
 - c. *If this Option is taken, the annual iconcontrol service fee increases from \$ 1,000.00 to \$1,900.00.*

Clarifications:

- 1. PRIMEX® requires a purchase order for all submittals for the amount quoted with “HOLD FOR APPROVAL” noted.
- 2. This proposal includes PRIMEX standard documentation package to include the following:
 - a. Schematics
 - b. Basic Bill of Material
 - c. Cut Sheets/Data Sheets
 - d. Description of Operation
- 3. Documentation package is provided electronically
 - a. Hard copies are available as an adder for a cost of \$ 75.00 each.
 - i. Please specify at time of order quantity of hardcopies required.
- 4. PRIMEX quotations are based on factory estimated lead times at the time of quotation and can change without notice. PRIMEX does not accept responsibility for any delays in equipment delivery which are beyond our control. Expedited shipments may be available at additional cost and are at the discretion of the factories.
 - a. Allow 2-3 weeks after receipt of Purchase Order for Engineering submittals to be sent, if required.
 - b. Allow 6 weeks for manufacturing, programming and testing, after a formal release to production.
 - c. Allow 5 business days for Start Up.
 - d. The above time estimates above DO NOT include time for ENGINEERS submittal review or equipment installation.
- 5. The proposed iconcontrol cloud based SCADA system is based on an owner provided broadband connection and requires a static IP address for operation. Owner to obtain static IP address from



owner internet service provider. The costs, if any, associated with obtaining a static IP address and or associated monthly fees are not included in this proposal.

6. This proposals SCADA is based on PRIMEX iconrol cloud based SCADA system. iconrol system is a subscription service with an annual fee based on number of units in the system and or the amount of system data that is monitored/controlled. This proposal includes the initial system activation fee and 1 year(s) of service fees. Upon renewal, City/owner will be invoiced directly for continued service.
 - a. The annual iconrol service fee for this equipment covered under this proposal is \$ 1,000.00
7. Customer provided PC must be suitable for loading VMWare and have required communications ports for connection to existing Microcat and Intralink master PLCs.

Items specifically not included in this proposal

1. Sales or Use Tax
2. Permits of any kind
3. Performance, Payment or Equipment Bond of any kind
4. Extended or Special Equipment Warranty Coverage is not included unless specifically stated on this proposal.
5. Receiving and Storage of Equipment on the job site
6. Installation or Mounting of Equipment or Instruments and Job Site Labor other than specifically listed in this proposal.
7. Installation Materials, Brackets, Channel Strut, Wire, Clamps, Piping, Junction Boxes, Field Assemblies, etc., unless specifically described in our material list.
8. Mounting of any control panels or hardware
9. Field Terminations
10. Panel to Panel or Panel to Instruments Interconnect Drawings.
11. Wonderware version upgrades



Standard Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and acceptance of the Terms and conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from Buyer. The quantity of the submittal drawing sets will be specified in the contract documents. Additional sets will be supplied at \$300.00 per set. Return to Seller of two (2) final approved drawing sets constitutes notice to Seller to proceed with manufacturing. If Buyer's order is conditioned upon "engineer approval" Seller requires written notification from Buyer in the form of approved submittal data.

Intellectual Property: All software to be developed, devices, designs (including drawings, plans, and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller shall remain the sole intellectual property of Seller. Following acceptance and final payment, Seller shall grant to the Buyer a non-transferable, non-exclusive license to use such material for the Buyer's internal purposes only.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damage suffered by the Buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All projects prices are "F.O.B. Shipping Point, Freight Allowed to Jobsite" unless expressly stated otherwise. In other words, Seller shall pay for the freight to Buyer's project site; however Buyer shall bear all risk of loss while items are in transit. Non-project or replacement parts are shipped pre-paid and added to any service related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgement, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within three (3) business days of Buyer's receipt of the equipment.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation / return policies and subject to restocking fees and service charges. Authorized return equipment must be packaged and shipped prepaid to manufacturer.

Payment: Buyer shall pay Seller the full purchase price as set forth in Seller's documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2 % interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorney's fees) of collecting amounts due but unpaid.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for collection costs or charges, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from Buyer, including interest on overdue accounts. If Buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide



factory startup assistance and or factory training until all invoices (including retentions) for equipment have been paid in full. Furthermore, Seller shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any products or equipment, or failure to utilize products or equipment properly.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice, Seller's taking possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and other such warranty rights, only as may be extended by the original manufacturer of the individual products. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operations / Maintenance Manual which accompanies each product. These Warranties do not cover anything considered an "Act of God", is so extraordinary and devoid of human agency that reasonable care would not avoid the consequences. Damages caused by tornadoes, lightning and subsequent utility power surges or variances, perils of the sea, extraordinary floods, fallen trees and severe ice storms are usually considered "Acts of God" does not otherwise offer any guaranty or warranty for the products or assemblies.

Seller disclaims any and all warranties, express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which Seller may have otherwise extended to Buyer. To the extent a limited warranty is extended from Seller it shall begin to run from the date of substantial use of the equipment or substantial completion of the project, whichever occurs sooner in time. All warranties shall be immediately voided if anyone other than a Seller's employee or authorized representative makes any changes, additions, deletions, or adjustments to the products, software and computers provided by Seller.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaption or use of the engineering data or service by Buyer or any third party. Seller shall not be liable for start-up or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder, or (ii) the purchase price of the product in respect of which the claim is made.

Operations / Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$300.00 each.

Applicable Law and Forum: All disputes between Buyer and Seller shall be venued in Hennepin County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by Minnesota Law.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Plano Water Replacement and Concrete Curb Ramp Project Budget Augmentation

SOURCE: Public Works

COMMENT: On October 3, 2017, City Council authorized an expenditure amount of \$1,541,454.24 for the construction of the Plano Water Replacement and Concrete Curb Ramp Project. The project consisted of replacing water lines along Plano Street from Date Avenue to Vandalia Avenue, replacing concrete curb ramps from Henderson Avenue to Vandalia Avenue, as well as replacing damaged or distressed asphalt in preparation for a micro-surfacing treatment. During construction, it became apparent that additional funds would be needed in order to replace the distressed asphalt that had further deteriorated since the original asphalt survey. On August 21, 2018, City Council authorized \$250,000 in additional funding to replace the distressed asphalt. Since then, weather conditions have further increased the distressed areas and in order to preserve the road and be able to properly apply the micro-surfacing treatment, the additional distressed areas had to be repaired.

The additional asphalt required to properly repair Plano Street exceeds the authorized amount. Staff recommends that additional funding in the amount of \$230,000 is appropriated to cover the costs of repairing the additional asphalt. Funding for the augmentation of the project is from Local Transportation Funds.

RECOMMENDATION: That City Council authorize the augmentation of the project's funds by an additional \$230,000 from Local Transportation Funds.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

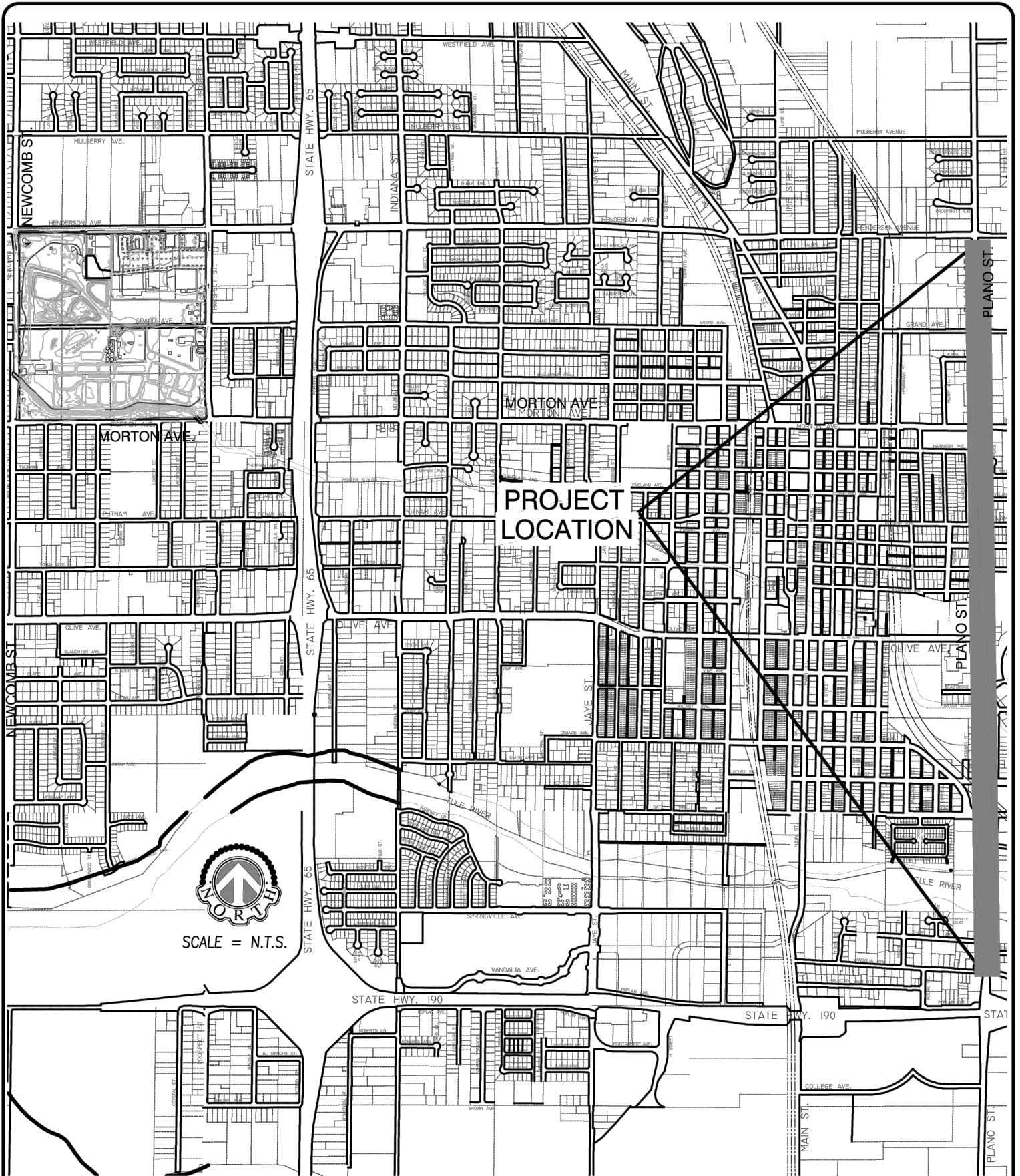


EXHIBIT "B"

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

**PLANO WATER
 REPLACEMENT AND
 CONCRETE CURB RAMP
 PROJECT**

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Award of Professional Engineering Contracts for Union Avenue Reconstruction and Henderson Avenue Rehabilitation Projects

SOURCE: Public Works

COMMENT: On September 4, 2018, City Council authorized staff to negotiate consultant service agreements for several capital improvement projects. Proposals have been received from two (2) local firms for design services for the reconstruction of Union Avenue between Indiana Street and Jaye Street, and rehabilitation of Henderson Avenue between Balmayne Street and Patsy Street.

Dee Jaspar and Associates has submitted a proposal for the reconstruction design of Union Avenue for an amount of \$103,202. This includes project design management, surveying, geotechnical investigation, and construction plans.

Roberts Engineering, Inc's proposal is for rehabilitation design for Henderson Avenue from Balmayne Street to Patsy Street as the project base proposal for an amount of \$46,550. The proposal includes two alternatives. Alternative A includes the design of an overlay between Westwood Street and Balmayne Street for an amount of \$9,200 and Alternate B is the design of a traffic signal at Mathew Street and Henderson Avenue for an amount of \$24,050. The traffic signal would only be installed if warranted. Total proposal amount is \$79,800. This includes project design management, surveying, geotechnical investigation, and construction plans.

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement with Dee Jaspar and Associates for the Union Avenue Reconstruction Project in the amount not to exceed \$103,202;
2. Authorize the Mayor to execute the Consultant Service Agreement with Roberts Engineering, Inc. for the Henderson Avenue Rehabilitation Project in the amount not to exceed \$79,800;
3. Authorize progress payments up to 100% of the agreed upon fee amounts;
4. Authorize a 10% contingency to cover unforeseen costs; and
5. Direct the Finance Director to appropriate the necessary funds from Local Transportation Funds.

ATTACHMENTS:

1. Roberts Engineering Proposal
2. Service Agreement - Roberts Engineering
3. Locator Map - Henderson
4. Dee Jaspar & Associates Proposal
5. Service Agreement - Dee Jaspar & Associates
6. Locator Map - Union

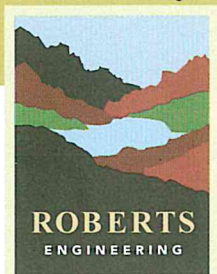
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



March 19, 2019

RECEIVED

MAR 19 2019

City of Porterville
Public Works Dept.

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Henderson Avenue Reconstruction

Dear Mike:

Following is our revised estimate for providing certain engineering services for this project based upon prevailing wage requirements. We have reviewed the scope of work outlined during our meeting on Thursday, January 10, 2019 with regard to the above referenced project and have included the additional items with regard to the pressure reducing valve (PRV) and the Westwood Street ADA ramps.

Base Project – Remove existing asphalt from Patsy Street to Balmayne Street, core samples, ADA ramps at six (6) intersections, compact existing base, remove existing pressure reducing valve near intersection of Balmayne, and repave utilizing polymer additive asphalt, and striping, marking of roadway \$ 46,550.00

Alternate A – Grinding down 1-1/2 to 2-inches of road surfacing from Balmayne Street to Westwood Street, including core sampling \$ 9,200.00

Alternate B – Traffic signal design for Mathew Street intersection (existing "T" intersection) \$ 24,050.00

The above costs include compaction testing at the new location for the PRV. If other tests are required during the course of the work, it is assumed that the City will issue change orders.

If you have any questions, please contact our office.

Very truly yours,

Bill Roberts

BR:ds

SERVICE AGREEMENT

DATE: March 26, 2019

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Roberts Engineering, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Henderson Avenue Reconstruction

Description of Project: In general, Consultant to provide design and engineering services for the Henderson Avenue Reconstruction. Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described:

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Seventy Nine Thousand, Eight Hundred Dollars**, (\$79,800).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by *(date)*. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) **Professional Liability Insurance**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(ii) **General Liability**

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) **Auto Liability**

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) **Worker's Compensation**

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) **Indemnity for Professional Liability:**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.

(vi) **Indemnity for Other Than Professional Liability:**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

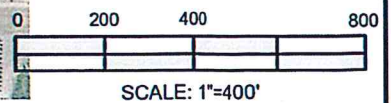
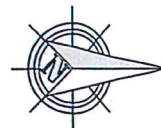
CONSULTANT

By_____

By_____

Date_____

Date_____

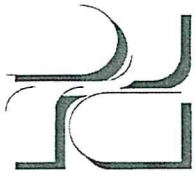


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

HENDERSON AVENUE REHABILITATION
BETWEEN PATSY STREET AND
BALMAYNE DRIVE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 400'
DATE	8/29/2018

SHEET
1
OF
1



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BLDG A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796

February 12, 2019

Mike Reed, Public Works Director
c/o City of Porterville
291 N. Main Street
Porterville, CA 93257

Re: Union Avenue Improvement Project

Mr. Reed,

Attached is an itemized engineering proposal for the Union Avenue Improvement Project. The scope of work involves engineering design for improvements to Union Avenue including, but not limited to:

- Geotechnical work
- Water line replacement
- Sewer raise-to-grades and a future stub
- Coordination of utility companies
- Survey and legal descriptions and plats for right-of-way needs
- Curb, gutter, and concrete sidewalk
- Storm drain system
- Roadway design
- Striping & signage plan
- Street light plan
- Phasing plan
- Preparation of project plans, specifications, and estimate

The preliminary engineering work includes review of rights-of-way, performing field surveying, performing geotechnical work, preparing a project site plan, preparing utility correspondence and coordinating with utility companies, and preparing right-of-way plats and legal descriptions for right-of-way needs. The budget amount for the preliminary engineering work is \$36,852.00.

The engineering design work will involve the preparation of 60% level plans for City review and comment, preparation of 90% level plans, specifications, and an Engineer's Estimate for City review and comment, and final preparation of 100% level plans, specifications, and an Engineer's Estimate for bidding purposes. The budget amount for the engineering design is \$34,606.00.

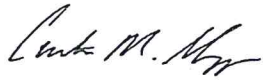
In conjunction with the improvements to Union Avenue, the need to make improvements to S. Western Street will be addressed. This will include the preparation of storm drain system plans, road improvement plans, striping and signage plans, a street light plan, and technical specifications and an Engineer's Estimate. The budget amount for the engineering design is \$19,934.00.

An add alternate has also been included to design improvements to Jaye Street from W. Orange Avenue south to W. Date Avenue. These improvements shall include the design of a center median and striping plan to prevent left turns onto Jaye Street from Union Avenue. The budget amount for the engineering design is \$11,810.00.

The total estimated budget is \$103,202.00 and will be billed on a time and material basis in accordance with our 2019 Rate Schedule.

If you have any questions, would like to discuss revisions to the scope of work or costs, or need any additional information please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis M. Skaggs". The signature is fluid and cursive, with the first name "Curtis" being more prominent.

Curtis M. Skaggs
Dee Jaspar & Associates, Inc.

SERVICE AGREEMENT

DATE: March 26, 2019

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Dee Jaspar & Associates Inc, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Union Avenue Improvements

Description of Project: In general, Consultant to provide design and engineering services for the Union Avenue Improvements. Details are summarized in the Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described:

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Three Thousand, Two Hundred and Twenty** Dollars, (\$103,220).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all "work directives" shall be completed by *(date)*. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

(i) **Professional Liability Insurance**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion

of the services required by this agreement.

(ii) **General Liability**

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) **Auto Liability**

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) **Worker's Compensation**

Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(v) **Indemnity for Professional Liability:**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.

(vi) **Indemnity for Other Than Professional Liability:**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials

prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

By_____

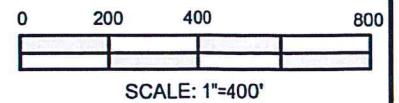
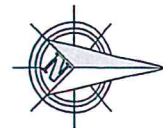
Date_____

CONSULTANT

By_____

Date_____

PROJECT
AREA



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

UNION AVENUE RECONSTRUCTION
BETWEEN S INDIANA STREET
AND S JAYE STREET

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 400'
DATE	8/29/2018

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Authorization to Re-Advertise for Bids for the Airfield Pavement Rehabilitation and the Access Gates Improvement Project at the Porterville Municipal Airport

SOURCE: Finance

COMMENT: On June 19, 2018, staff received sealed bids for the pavement rehabilitation project and access gates improvements project at the Porterville Municipal Airport. The rehabilitation effort was packaged into two (2) distinct projects focused on the type of work with the intent to gain the greatest value for the City. Bid results were as follows:

Access Gates Improvements (Engineer's Estimate \$171,700):

1. Central Coast Fence \$187,935
2. Griffith Company \$535,535

Pavement Rehabilitation (Engineer's Estimate \$460,000):

1. Griffith Company \$1,291,921

The sole bid for the pavement rehabilitation project bid was 180% above the Engineer's estimate. While the low bidder for the access gates project was 9% over the Engineer's estimate, the removal and reconstruction of asphalt pavement at two (2) access gates is essential for the successful completion of the access gates improvement project.

In order to salvage some value from the design and bidding effort, Tartaglia Engineering, the City's architectural and engineering consultant for the Airport, solicited a cost proposal from Coastal Coast Fence, the access gates project low bidder, for the pavement repair at the gates. Through communications with the Federal Aviation Administration (FAA), it was made clear that they did not support this expansion to the access gate contract. The only remaining alternative was to reject all bids.

In the Fall of 2018, the FAA indicated their support for the re-packaging and combining of the pavement rehabilitation and the access gates improvements into one project. In December 2018, an application for federal assistance was submitted to FAA for the combined project with the following funding: 90% of the project cost from FAA, 5% matching funds (of the FAA grant) from the State of California Division of Aeronautics, and the remainder from the Airport Development Fund.

The Engineer's estimate of probable construction cost is \$711,800 plus \$142,200

Item No. 5.

for construction administration, inspection, materials testing, construction staking and layout, for a total project cost of \$854,000.

RECOMMENDATION: That the City Council reject all bids and authorize staff to re-advertise for bids for the combined airfield pavement rehabilitation and access gates improvement project at the Porterville Municipal Airport.

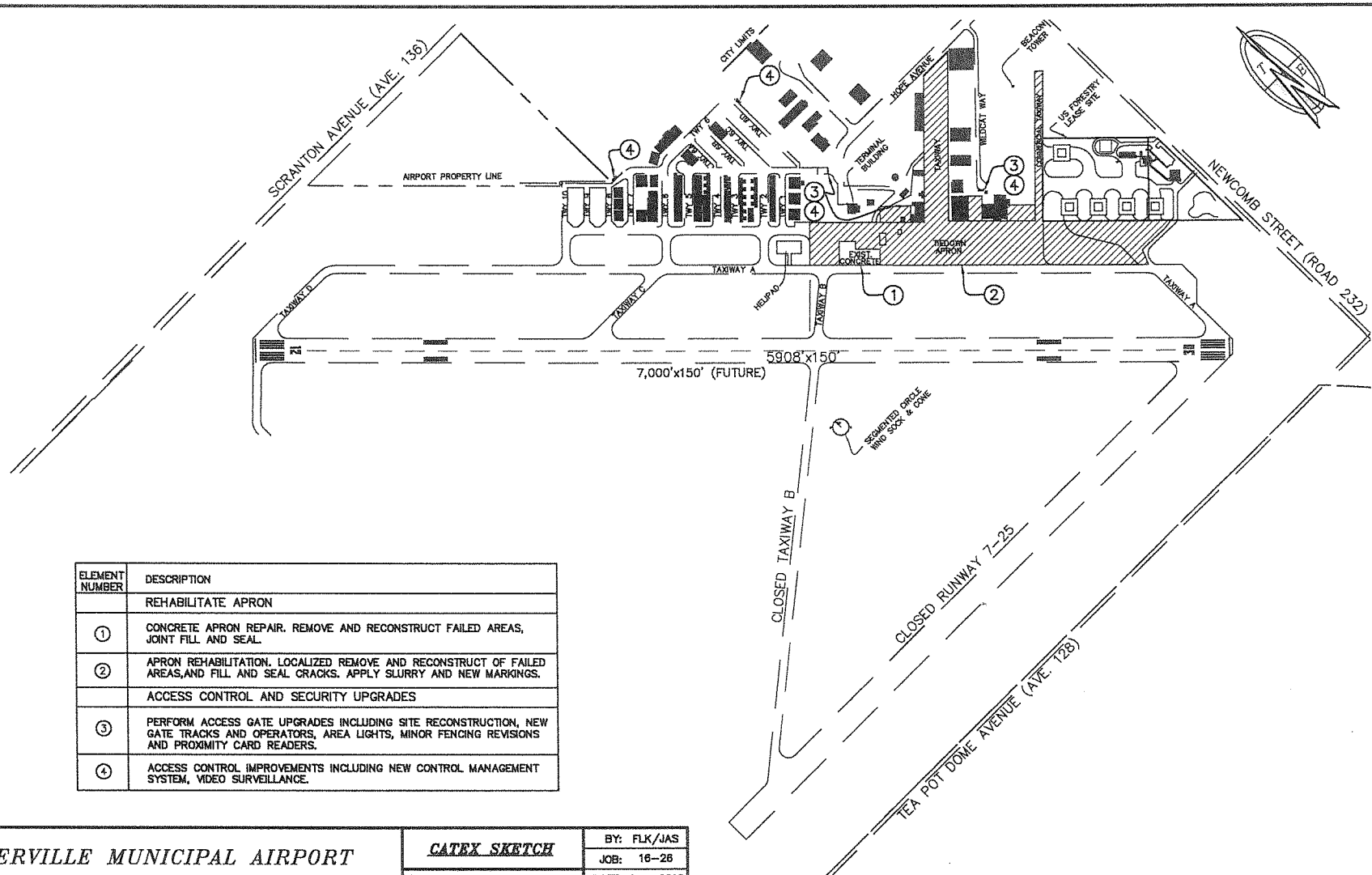
ATTACHMENTS: 1. Project Sketch

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



ELEMENT NUMBER	DESCRIPTION
	REHABILITATE APRON
①	CONCRETE APRON REPAIR. REMOVE AND RECONSTRUCT FAILED AREAS, JOINT FILL AND SEAL.
②	APRON REHABILITATION. LOCALIZED REMOVE AND RECONSTRUCT OF FAILED AREAS, AND FILL AND SEAL CRACKS. APPLY SLURRY AND NEW MARKINGS.
	ACCESS CONTROL AND SECURITY UPGRADES
③	PERFORM ACCESS GATE UPGRADES INCLUDING SITE RECONSTRUCTION, NEW GATE TRACKS AND OPERATORS, AREA LIGHTS, MINOR FENCING REVISIONS AND PROXIMITY CARD READERS.
④	ACCESS CONTROL IMPROVEMENTS INCLUDING NEW CONTROL MANAGEMENT SYSTEM, VIDEO SURVEILLANCE.

PORTERVILLE MUNICIPAL AIRPORT
CITY OF PORTERVILLE, CA

CATEX SKETCH

TARTAGLIA ENGINEERING
CIVIL ENGINEERS
P.O. Box 1830, Alameda, CA 94601

BY: FLK/JAS
JOB: 16-26
DATE: June 2016
SCALE: 1"=600'



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Acceptance of Project - Downtown Parking Lots Perimeter Project

SOURCE: Public Works

COMMENT: Clean Cut Landscape Inc., has completed the Downtown Parking Lots Perimeter Improvement Project per plans and specifications. The project consisted of removing existing concrete improvements and replacing them with new curb ramps, driveways, stamped concrete, parkway trees, nostalgic lights and other pedestrian amenities along the perimeter of the existing parking lots. Three of the existing parking lots receiving improvements were located along Second Street at Olive Avenue, Mill Avenue and Putnam Avenue. The fourth parking lot that received improvements is located at Putnam Avenue and Hockett Street.

Staff tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. On August 1, 2017, City Council authorized expenditure of \$615,542.28 for construction, construction management, quality control services, surveying and Edison lighting costs for the Downtown Parking Lots Perimeter Project.

During construction, issues were discovered relating to Edison connection points at each parking lot, which would require additional work by City's contractor. Also discovered was an issue with the Edison service conduit at Second Street and Putnam Avenue which would, per Edison, have to be replaced by the City causing additional costs for replacement by City and design by Edison. On February 20, 2018, City Council authorized \$31,000 to offset costs of the additional work by City contractor and also \$7,340.65 to offset costs by Edison for the design and rewiring of the new service conduit.

The additional funding authorized on February 20, 2018, totals an overall expenditure of \$653,882.93. The following itemizes the construction-related costs in three categories: 1) the construction contract, 2) a combination of construction management, quality control and surveying, and 3) Edison lighting costs.

- 1) Final construction cost is \$485,477.38.
- 2) Construction management, quality control, and surveying costs are \$64,876.11.
- 3) Edison lighting costs are \$97,691.58.

Total project construction costs equate to \$648,045.07, which is under the

overall authorized expenditure amount of \$653,882.93. The funding source for this project is Local Transportation Funds (LTF).

Staff requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:
 1. Accept the project as complete; and
 2. Authorize the filing of the Notice of Completion.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

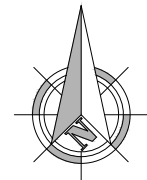
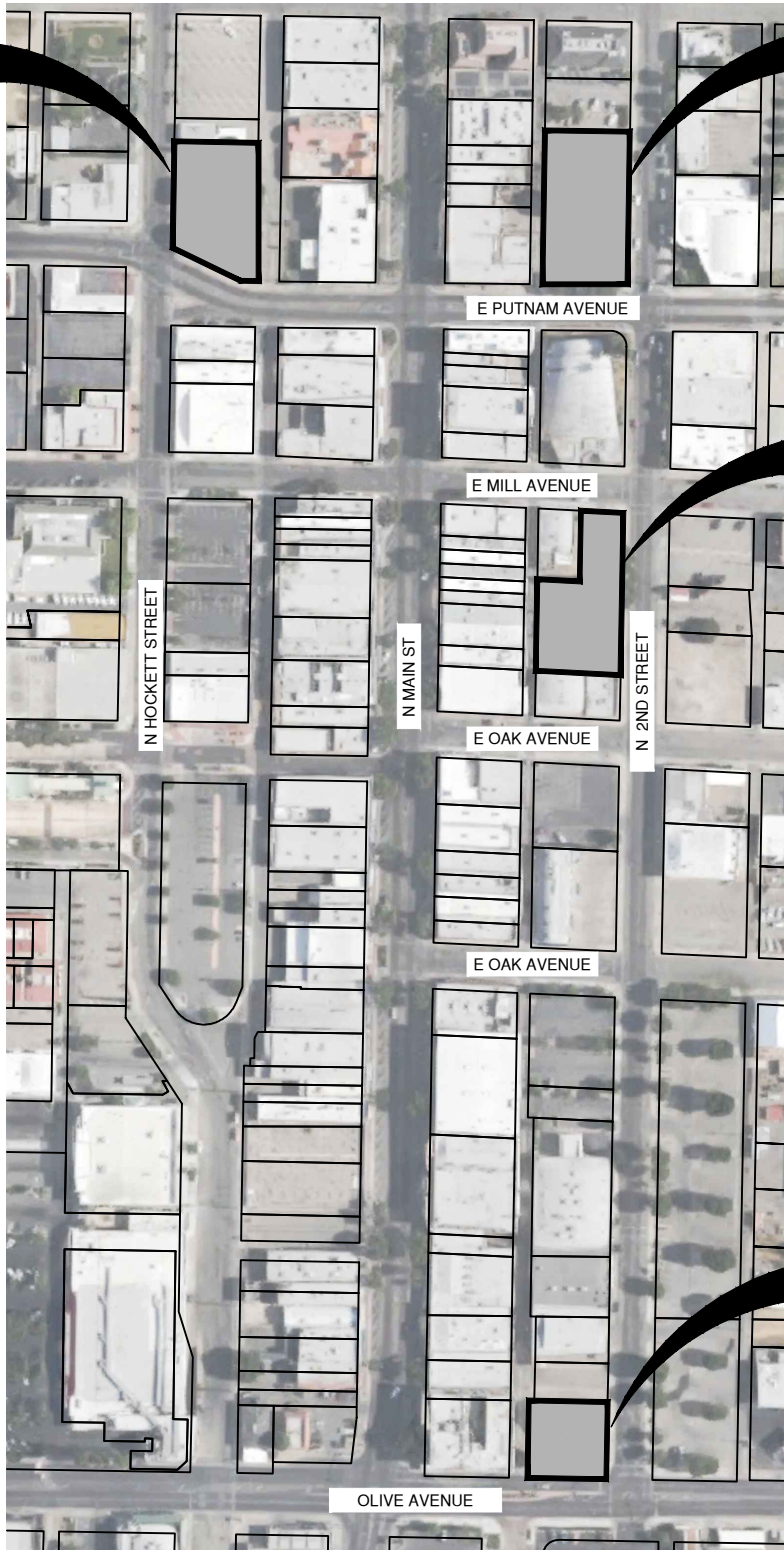
Final Approver: John Lollis, City Manager

PROJECT
AREA

PROJECT
AREA

PROJECT
AREA

PROJECT
AREA



NOT TO SCALE

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

DOWNTOWN PARKING LOTS
PERIMETER RECONSTRUCTION

DRAWN BY	CAL
CHECKED BY	FM
SCALE	NO SCALE
DATE	3/11/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: California Firefighter Joint Apprenticeship Committee

SOURCE: Fire

COMMENT: Recruitment efforts for new firefighters include many standard components industry-wide. In Porterville, new firefighters must be a certified Emergency Medical Technician (EMT), have passed a Fire Academy, must pass a physical agility test, and lastly, must pass a written exam on various principles of firefighting and medical skills. The first two of these requirements are met by the individual prior to applying for a vacant position. The physical agility test is done during the recruitment effort to confirm that a candidate can meet the physical demands of the job. The last requirement, the written exam, is proctored by the City's Human Resources Department, and when 50+ qualified candidates apply for a position, this is a significant drain on the recruitment process. As California standards become more defined, many Fire Departments are working with the California Firefighter Joint Apprenticeship Committee (Cal-JAC). Cal-JAC provides a platform through which aspiring firefighters can take a standardized written test and find available apprenticeships throughout the State, which would benefit the City of Porterville Fire Department by filtering interested firefighters and identifying potential reserves and recruits.

The Cal-JAC program has the added benefit of focusing recruitment efforts on minorities and underrepresented groups, broadening the City's ability to recruit and hire from such communities. While implementation of this program would not effect the current recruitment in process, partnering with Cal-JAC would assist in future recruitments. The program will also provide funding to offset costs of hiring new apprentice positions. The attached Memorandum of Understanding (MOU) is a requirement for the City to participate in the program. Staff has reviewed the MOU and believes this will be a great benefit to the Fire Department.

RECOMMENDATION: That City Council authorize the Fire Department to enter into a Memorandum of Understanding with the California Firefighter Joint Apprenticeship Committee.

ATTACHMENTS:

1. Joint Apprenticeship Committee Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

December 18, 2018

Program Sponsors

Dennis Mathisen
California State
Fire Marshal

Brian K. Rice
President
California
Professional
Firefighters

Dan Terry
Chair

Yvonne de la Peña
Executive Director

Taral Brideau
Education and
Training Director

Deborah Jackson-Lee
Operations Director

Irene Chu, CPA
Finance Director

Kelley Trujillo
Program Director
Firefighter Candidate
Testing Center

Dave LaPere, Fire Chief
Porterville Fire Department
40 W. Cleveland
Porterville, CA 93257

Dear Chief LaPere:

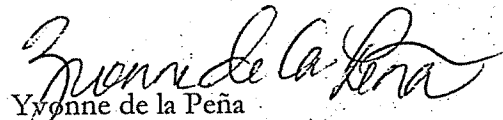
Thank you for your interest in the California Firefighter Joint Apprenticeship Program. Enclosed you will find two (2) copies of the Subscription Agreement, one (1) Agreement to Train Apprentices form, one (1) SubJAC Management Membership Appointment form and two (2) SubJAC Labor Membership Appointment form.

Participation in our program can begin as soon as you, Derek Matthews, and Shannon Skiles sign and return all copies of the Agreement and complete the SubJAC appointment forms. We will return a copy of the Agreement to your department after all remaining signatures have been obtained. In addition, please sign and return the Agreement to Train Apprentices form and send a copy of your Department's Equal Employment Opportunity (EEO) Statement and Memorandum of Understandings with Porterville City Firefighters Association and Fire Officer Series.

Once the items listed above have been received, we will contact you to provide assistance in setting up your initial SubJAC meeting and the handling of administrative details to begin the program.

We look forward to working with you. If you have any questions, please do not hesitate to call.

Sincerely,


Yvonne de la Peña
Executive Director

1780 Creekside Oaks
Sacramento, CA 95833

Phone:
(916) 648-1717

Fax:
(916) 922-0972

Email:
CFFJAC@cpf.org

www.CFFJAC.org
www.FCTOnline.org

Enclosures

c: Derek Matthews, President, Porterville City Firefighters Association
Shannon Skiles, President, Fire Officer Series
Taral Brideau, Education and Training Director, Cal-JAC

SUBSCRIPTION AGREEMENT

This agreement is entered into by, and, between the California Firefighter Joint Apprenticeship Committee, hereinafter referred to as the "Cal-JAC" and Porterville Fire Department, hereinafter referred to as the "Department". This Agreement is limited in scope to Articles I, II and III and the applicable occupations listed in Attachment A.

Dave LaPere, Fire Chief
Porterville Fire Department



Derek Matthews, President
Porterville City Firefighters Association

Shannon Skiles, President
Porterville City Firefighters Association –
Fire Officer Series

Dennis Mathisen
California State Fire Marshal
Cal-JAC Management Sponsor

Brian K. Rice
CPF President
Cal-JAC Labor Sponsor

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Article I - Definitions

Article II - Apprenticeship Considerations

Article III - Applicable Rules and Regulations

Attachment A - Reimbursement Rates by Apprenticeship Title

Attachment B - Equipment and Services Disbursement Policy

Exhibit A - Cal-JAC Apprenticeship Standards

Exhibit B - Cal-JAC Rules and Regulations

RECITALS:

WHEREAS: the Cal-JAC has established, and there now exists Apprenticeship Standards which identify the professional levels of competence required of apprentices and journeypersons in structured worksite training systems; and,

WHEREAS: these Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice and journeyperson; and,

WHEREAS: the principal objective of the Apprenticeship Standards is to bring about methods of uniform instruction and standardized training techniques utilized by the fire service throughout California, and to establish an effective affirmative action program for the California Fire Service; and,

WHEREAS: it is the intent of the parties signatory hereto to train qualified individuals as apprentices with the Department in accordance with the Apprenticeship Standards established solely for the Department, by the Cal-JAC.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the parties agree as follows:

ARTICLE I

Definitions

- Section 1.1 "Apprentice" means a person who is registered with the State Division of Apprenticeship Standards and/or the Federal Bureau of Apprenticeship and Training to be trained to become a journeyperson in conformity with the Cal-JAC's Standards.
- Section 1.2 "Apprenticeable Occupations" means those full-time occupations recognized through the State Division of Apprenticeship Standards or the Federal Bureau of Apprenticeship and Training to be trained to a journeylevel. For the Cal-JAC, those occupations are:
- * *"Fire Fighter"* - suppresses fires and participates in other related activities
 - * *"Wildland Fire Fighter Specialist"* - suppresses fires primarily in wildland and forested areas
 - * *"Fire Suppression Technician"* - assists in the suppression of wildland fires and participates in land management activities designed to prevent/limit fires
 - * *"Fire Investigator"* - investigates fires and assists in the apprehension and conviction of arsonists
 - * *"Fire Fighter Diver"* - suppresses fires and performs emergency operations as a diver

- * *"Firefighter EMT"* - suppresses fires, provides Basic Life Support, and participates in other related activities
- * *"Emergency Medical Technician"* - provides Emergency Medical Care and Basic Life Support at the scene of emergencies
- * *"Paramedic"* - provides Advanced Life Support and Emergency Medical Care in accordance with the EMS Authority regulations.
- * *"Hazardous Materials Response Technician"* - responds to hazardous materials incidents and participates in activities to identify and mitigate life and property threatening situations
- * *"Fire Officer"* - supervises a company of fire suppression personnel
- * *"Fire Engineer"* - drives and operates fire apparatus and equipment
- * *"Fire Apparatus Engineer"* - suppresses fires; drives and operates fire apparatus and participates in other related activities
- * *"Fire Equipment Specialist"* - repairs and maintains fire apparatus and department vehicles
- * *"Fire Inspector"* - performs fire prevention inspections and enforces applicable codes and ordinances
- * *"Fire Marshal"* - supervises and coordinates fire prevention activities and personnel
- * *"Fire Prevention Officer"* - plans, produces, and implements community public fire safety education programs
- * *"Fire Department Training Officer"* - coordinates and provides instruction to department personnel on job related subjects
- * *"Fire Fighter Paramedic"* - suppresses fires, responds to natural and man made disasters, accidents and hazards to provide rescue and emergency services, provides Emergency Medical Care and Basic and Advanced Life Support in accordance with the EMS Authority regulations
- * *"Heavy Fire Equipment Operator"* - operates heavy equipment and other types of motorized heavy fire equipment used in wildland fire suppression

Section 1.3 "Apprenticeship Standards" means the Cal-JAC's Apprenticeship Standards established solely for the Department under authority of the Administrator of Apprenticeship, Division of Apprenticeship Standards or the Director of the Bureau of Apprenticeship and Training.

Section 1.4 "Apprentice Training Academy" means an intensified course of training administered by the Employer under the direction of the Cal-JAC in accordance with the Apprenticeship Standards established solely for the Department.

- Section 1.5 "Employer" means the Department.
- Section 1.6 "Governing Body" means that political entity having jurisdiction over the Department.
- Section 1.7 "Joint Apprenticeship Committee (Cal-JAC)" means the California Firefighter Joint Apprenticeship Committee.
- Section 1.8 "Journey person" means a person who has successfully fulfilled all the requirements of the Apprenticeship Standards as an apprentice approved by the State Division of Apprenticeship Standards or the Federal Bureau of Apprenticeship and Training.
- Section 1.9 "Pre-Apprenticeship Training Program" means a program designed to facilitate the Employer's affirmative action recruitment and hiring goals or provide information, training or experience to individuals not currently eligible for apprenticeship.
- Section 1.10 "Related and Supplemental Instruction" means supervised instruction, while on duty, provided by the Employer to the apprentice. This instruction is provided to enhance the skills and knowledge of the apprentice.
- Section 1.11 "Sub-JAC" means a committee composed of an equal number of representatives of an individual employer and an individual union. Typically Sub-JACs are composed of three (3) members representing labor and three (3) members representing management. The subcommittee shall act on behalf of the California Firefighter Joint Apprenticeship Committee on matters affecting apprentices of an individual employer; and such action shall be subject to approval, modification, or reversal by the California Firefighter Joint Apprenticeship Committee.
- Section 1.12 "Union" means an independent association or a union local affiliated with an international union which represents firefighters and associated occupations who work for an individual employer.

ARTICLE II

Apprenticeship Considerations

- Section 2.1 In consideration of Attachment A, the Department agrees to:
- (a) Make available and provide academy training to all apprentices;
 - (b) Make available and provide all related and supplemental instruction to each apprentice;
 - (c) Provide such training support services as to facilitate (a) and (b) above which may include, but are not limited to, classrooms, instructors, drill grounds, fire apparatus, audio visual equipment, books, other instructional supplies, and such Department equipment as maybe necessary to accomplish training;

- (d) Conduct, under the Cal-JAC's direction, the training of apprentices in accordance with the Apprenticeship Standards; the Employer shall abide by the Apprenticeship Standards and secure the cooperation of the labor organization representing those classes of employees;
- (e) Designate an "Instructor of Record" who possesses an appropriate California Credential for the purpose of reviewing and supervising all academy and related and supplemental instruction;
- (f) Provide all personal items, protective clothing, instructional supplies, and other training related materials required for use at the apprentice training academies;
- (g) Provide the necessary supervision to ensure the safety and training of apprentices during all aspects of their apprenticeship;
- (h) Not discriminate in the hiring or the promotional process;
- (i) Appoint and support management members to a Sub-Committee of the Cal-JAC (referred to as Sub-JAC). The Sub-JAC responsibilities are referred to in the Rules and Regulations of the Cal-JAC.

- Section 2.2 The amount of money reimbursed to a participating department for costs and expenses associated with apprenticeship training provided by the department shall be equal to the sum of \$3.10 per hour times each hour of academy and/or related and supplemental instruction given to an apprentice, and which is submitted to the Cal-JAC and reported by the Cal-JAC to a Local Educational Agency (LEA).
- Section 2.3 The Cal-JAC shall reduce revenues due to a participating department in an amount equal to the administrative fees as described on Attachment A.
- Section 2.4 The Cal-JAC will disburse funds owed to the Department within 20 days of the Department's written request after the Cal-JAC's receipt of said funds from the LEA. Said funds, at the Department's direction, may be disbursed in the form of services, equipment, supplies or other materials in accordance with Attachment B.
- Section 2.5 In the event the State deficits funds for apprenticeship and related training, the Cal-JAC shall prioritize the disbursement of funds as follows: the apprenticeship training hours received first will be funded first, until the available funds are exhausted. The Department shall hold the Cal-JAC harmless by guaranteeing repayment of any funds advanced by the Cal-JAC not reimbursed by the State.
- Section 2.6 The Department and/or Union may withdraw from this apprenticeship program agreement as described in this section, without fault, at any time by giving written notice 60 days prior to the effective date of termination.
- Section 2.7 The Cal-JAC may withdraw from this agreement only if the Department is not providing the required training or complying with the Cal-JAC Standards or Rules and Regulations. The Cal-JAC may also terminate this agreement if the Department discriminates in any unlawful fashion. The Cal-JAC may hear such complaints, and is the final appeal body for the purpose of terminating this agreement.

ARTICLE III

Apprenticeship Rules & Regulations

Section 3.1 The Department and the Cal-JAC agree to conduct this training program in a lawful manner and in accordance with all applicable State and Federal regulations and program requirements. The following exhibits are referenced herein and shall be made a part of this Agreement.

Exhibit A - Cal-JAC Apprenticeship Standards

Exhibit B - Cal-JAC Rules & Regulations

Section 3.2 The Department or its governing body's personnel division shall maintain all rights and jurisdiction to areas involving adverse actions, appointments and terminations from public service as provided under the existing laws and rules not in conflict with this Agreement.

Section 3.3 The Union agrees to support the Apprenticeship Program, this agreement, and to appoint and support members to the Sub-JAC and other Committees.

Section 3.4 The Department, to the extent permitted by law, shall indemnify and hold harmless the Cal-JAC from any property damage liability arising out of the Department's acts under this Agreement related to the training program and the individual. The Department shall indemnify and hold harmless the Cal-JAC for normal wear and tear and/or damage to hose, tool, equipment, apparatus, during the testing and training throughout the course of this Agreement.

Section 3.5 The Cal-JAC agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Employer, its officers, agents, and employees from any claims and losses occurring or resulting from any acts of negligence on the part of the Cal-JAC in connection with their performance of this Agreement.

Section 3.6 Both the Cal-JAC and the Department agree to resolve conflict in this Agreement by submission to neutral arbitrator in accordance with Title 9, Section 1280 et al of the Code of Civil Procedures. The decision of the neutral arbitrator shall be final and binding on the parties.

ATTACHMENT A

Occupation	Academy Hours**	Related & Supplemental Hours	Total Hours @ \$3.10	Total Dollars Per Apprentice	Less Administrative Fee	Net Reimbursement Per Apprentice***
Fire Fighter	400*	200 x 3 yrs = 600	1000	\$3,100.00	\$500.00	\$2,600.00
Firefighter EMT	527*	200 x 3.5 yrs = 700	1227	3,803.70	650.00	3,153.70
Fire Fighter Diver	480*	200 x 3.5 yrs = 700	1180	3,658.00	750.00	2,908.00
Fire Suppression Technician	160*	200 x 2 yrs = 400	560	1,736.00	500.00	1,236.00
Wildland Fire Fighter Specialist	160*	200 x 1.5 yrs = 300	460	1,426.00	300.00	1,126.00
Emergency Medical Technician	127	200 x 1 yr = 200	327	1,013.70	200.00	813.70
Paramedic	1032*	200 x 2 yrs = 400	1432	4,439.20	750.00	3,689.20
Fire Engineer	160*	200 x 2 yrs = 400	560	1,736.00	250.00	1,486.00
Fire Apparatus Engineer	400*	200 x 3 yrs = 600	1000	3,100.00	500.00	2,600.00
Fire Officer	320*	200 x 3 yrs = 600	920	2,852.00	350.00	2,502.00
Fire Equipment Specialist	300*	200 x 4 yrs = 800	1100	3,410.00	500.00	2,910.00
Fire Inspector	240*	200 x 2 yrs = 400	640	1,984.00	350.00	1,634.00
Fire Prevention Officer	120*	200 x 2 yrs = 400	520	1,612.00	350.00	1,262.00
Fire Marshal	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Hazardous Materials Technician	160*	200 x 2 yrs = 400	560	1,736.00	500.00	1,236.00
Fire Department Training Officer	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Fire Investigator	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Fire Fighter Paramedic	1559*	200 x 4 yrs = 800	2359	7,312.90	750.00	6,562.90
Heavy Fire Equipment Operator	300*	200 x 3 yrs = 600	900	2,790.00	350.00	2,440.00

* May be conducted in more than one session during the first year of apprenticeship

** The figure represented the suggested minimum number of academy hours

*** At the Department's request, the Cal-JAC will retain and remit the SBFS Certification fee and act as the department liaison to CFSTES

November 2017

EQUIPMENT AND SERVICES DISBURSEMENT

All funds earned by the Department will be entered into a clearing account.

Upon presentation of a written request for disbursement from the Department authorized representative(s), the Cal-JAC will purchase or provide said equipment, materials or services for the Department.

The Department clearing account will be reduced by the price of the equipment, materials, etc., and/or an agreed upon price for any service.

The Cal-JAC provides no warranty expressed or implied concerning the goods or services that are requested by the Department.

The Cal-JAC acts only as an agent for purchasing in all transactions.

ATTACHMENT B

AGREEMENT TO TRAIN APPRENTICES

District No. 08

DAS File No. 16508

NAME OF EMPLOYER Porterville Fire Department			
MAILING ADDRESS (STREET AND NUMBER) 40 W. Cleveland	CITY Porterville	ZIP CODE 93257	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)			
OCCUPATION(S) See Attached		ONet CODE	
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS California Fire Fighter Joint Apprenticeship Committee			
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESSES OF PROJECT State of California - 58 counties			

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____
Printed name Dave LaPere
Title Fire Chief Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____
Printed name Dan Terry
Title Chair Date _____

Effective Until:

- ☒ **Revoked**
- ☐ **End of Project** (Enter project name and address in Area Covered above)
- ☐ **Date** _____ Date _____
- ☐ **Other** _____ Specify _____

Accepted:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE

[SIGNED] By _____ Date _____
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

<u>OCCUPATION</u>	<u>DAS ONet CODE</u>	<u>Federal Code</u>
1. Emergency Medical Technician	29-2041.00	29.2041.00
2. Paramedic	29-2041.00P	29.2041.00
3. Hazardous Materials Technician	47-4099.00	47-4099.00
4. Fire Officer	33-1021.01	33.1021.01
5. Fire Department Training Officer	13.1073.00	13.1073.00
6. Fire Prevention Officer	33-1021.01P	33.1021.01
7. Fire Fighter	33-2011.01	33.2011.01
8. Fire Apparatus Engineer	33.-2011.01A	33.2011.01
9. Fire Fighter Diver	33-2011.01D	33.2011.01
10. Fire Engineer	33-2011.01E	33.2011.01
11. Fire Fighter II	33-2011.01F	n/a
12. Firefighter EMT	33-2011.01M	33.2011.01
13. Fire Fighter Paramedic	33-2011.01P	33.2011.01
14. Wildland Fire Fighter Specialist	33-2011.02	33.2011.02
15. Fire Suppression Technician	33-2011.02T	33.2011.02
16. Fire Inspector	33-2021.01	33.2021.01
17. Fire Investigator	33-2021.02A	33.2021.02
18. Fire Marshall	33-2021.02M	33.2021.02
19. Fire Equipment Specialist	49-3031.00	49.3031.00
20. Heavy Fire Equipment Operator	33-2011.02E	33.2011.02



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Extension of Reclamation Area Lease Agreement

SOURCE: Public Works

COMMENT: On April 1, 2015, the City of Porterville entered into a farm lease agreement with Rick Perigo Roadsiding which is set to expire on October 31, 2019. The farm lease agreement is for the management of 682.4 acres of farmland located at the Wastewater Treatment Facility Reclamation Area. The Lease amount is \$165 per acre for an annual sum of \$112,596.

The current lease provides for a five (5) year extension option upon mutual agreement between the Lessee and Lessor. At the request of the Lessor, staff is seeking authorization to extend the farm lease agreement with Rick Perigo Roadsiding. The lease extension will secure Rick Perigo Roadsiding as the Reclamation Area manager through October 31, 2024.

Rick Perigo Roadsiding has provided excellent management of the reclamation area and has worked with the City to develop the Biosolids Management Plan and crop schedules. Extending the lease will ensure compliance with the Biosolids Management Plan and crop schedules, which are submitted annually to the California Regional Water Quality Control Board.

RECOMMENDATION: That City Council:

1. Approve the extension to the Reclamation Area Lease Agreement with Rick Perigo Roadsiding for the management of 682.4 acres in the amount of \$165 per acre for an annual sum of \$112,596; and
2. Authorize the Mayor to sign the 5-year Lease Extension Agreement with Rick Perigo Roadsiding, to expire on October 31, 2024.

ATTACHMENTS:

1. Reclamation Lease Extension
2. Exhibit A
3. Exhibit B
4. Exhibit C

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**City of Porterville Reclamation Area Lease Agreement Extension
Porterville, CA**

(City of Porterville – Perigo Roadsiding, Lessee)

THIS AGREEMENT, is effective in Porterville, California, on November 1, 2019, (herein after “Effective Date”) by and between the City OF PORTERVILLE, (hereinafter “Lessor”), and Perigo Roadsiding, (hereinafter “Lessee”).

WITNESSETH:

WHEREAS:

1. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto expire October 31, 2024.
2. THE CITY Reclamation Area Lease Agreement and ensuing amendments thereto allowed parties to farm Reclamation Area property for the specific purpose of dispersing effluent from THE CITY wastewater operations to irrigate crops not used for human consumption; and
3. Lessee has acknowledged it is capable of such farming and operational management of the Reclamation Area, and dispersion of effluent on the City land; or contracted land.
4. THE CITY desires to contract with Lessee for these purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises

- 1.1. The Premises is defined as the area leased to Lessee for the purposes of this Agreement and further described in Provisions herein below.
- 1.2. The Premises is described as “The Reclamation Area” on Exhibit A and includes:
 - 1.2.1.Parcel 1: APN 302-080-011 Airport
 - 1.2.2.Parcel 2: APN 302-110-059 City Lease Purchase East
 - 1.2.3.Parcel 3: APN 302-100-015 City Lease Purchase West
 - 1.2.4.Parcel 4: APN 302-130-028 City
 - 1.2.5.Parcel 5: APN 302-130-008 Underhill West
 - 1.2.6.Parcel 6: APN 302-130-007 Underhill East
 - 1.2.7.Parcel 7: APN 302-130-019 Hunsaker West
 - 1.2.8.Parcel 8: APN 302-130-021 Hunsaker East
- 1.3. For operational purposes, Exhibit B divides the Premises into portions identified as Field Numbers 5N; 5S; 7; 8; 9; 10; 27; 28; 29; 30; 31; 32; 33; 34; 35; 46; 160A, B, C, & D;
- 1.4. Exhibit A and B are attached hereto and by this reference incorporated herein.
- 1.5. The City makes no covenants or warranties regarding the condition of the Premises, the soils thereon, the effluent, or the improvements and appurtenances thereto.
- 1.6. Lessee has inspected the Premises and improvements thereon, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and/or patent.
- 1.7. The City shall have the right to reduce or expand the acreage of the Premises and remove or add to this area for Lessee’s use.

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- 1.7.1. At least 90 days prior to reduction or enlargement of the lease area, the City shall provide Lessee written notice stating:
 - 1.7.1.1. The effective date of the reduced or enlarged area.
 - 1.7.1.2. A description and drawing that identify the reduced or enlarged area and remaining lease area.
 - 1.7.1.3. A revised rental rate to begin the effective date.
 - 1.7.1.4. A request to meet with Lessee to provide additional information.
- 1.7.2. Lessee shall have 60 days from the date of the City's written notice to terminate this Agreement by providing written notice to the City and if so terminated:
 - 1.7.2.1. Lessee's date of termination shall be the same as the effective date.
 - 1.7.2.2. Lessee shall have the right to harvest existing crops within the Premises through the 90 day to the effective date of the notice to terminate.
 - 1.7.2.3. Lessee shall be required to pay the rent due within the 90 day period in the manner described in Paragraph 5 herein below, but said payment shall be pro-rated for the number of days after that last rent payment (either July 1st or January 1st) to the effective date of termination.
 - 1.7.2.4. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.
- 2. Off-Premises and Easement Areas
 - 2.1. Lessor shall permit Lessee the non-exclusive right to use existing roads on Section lines and quarter Section lines on the Premises.
 - 2.1.1. Lessor and Lessor's easement holders and invitees may also use said roads for vehicular traffic.
 - 2.1.2. Lessee shall not remove said roads and shall keep said roads open and maintained to allow two-wheel drive travel.
 - 2.2. Lessee is aware that various easements cross the Premises and that from time to time easement holders have the right to enter the Premises, conduct their operations, and may temporarily hinder Lessee's operations.
 - 2.3. Lessee has inspected the farm connection road, dirt roads, easement areas, and other off-Premises areas that Lessee may use or benefit from, knows the extent and condition thereof, and accepts same in their present condition, including all defects, latent and /or patent.
- 3. Purpose
 - 3.1 The purpose of this Agreement is for Lessee to reuse and disperse the wastewater from the City exclusively on the Premises in order to irrigate and farm the Premises.
 - 3.1.1 The City effluent is controlled by the California Region Water Quality Control Board (CRWQCB) Waste Discharge Requirements (R5-2008-0034).
 - 3.1.2 Lessee shall not farm or grow crops to be used for human consumption.
 - 3.1.3 No grazing of ~~dairy~~ cows shall be permitted on the Premises.
 - 3.2 Lessee shall not use the Premises or effluent for any other purposes, except as provided elsewhere in this Agreement.
- 4. Term

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- 4.1. The term hereof shall commence on November 1, 2019 or as soon as the prior lessee has been vacated from the Premises, and terminate on October 31, 2024.
- 4.1.1. Upon mutual agreement between Lessee and Lessor, Reclamation Lease Agreement may be extended for five (5) years.
- 4.2. Early termination of the Agreement may be instituted by:
 - 4.2.1. Lessee, by providing to the City written notice at least 90 days prior to the new date of termination.
 - 4.2.1.1. In such case Lessee shall pay to the City rent for the remaining 90 days.
 - 4.2.1.2. Lessee shall continue to farm and disperse effluent and abide by the terms as stated in this Agreement through the noticed date of termination.
 - 4.2.2. The City, by providing to Lessee written notice 30 days prior to the new date of termination if:
 - 4.2.2.1. Lessee has demonstrated reckless or dangerous operations on the Premises and has not corrected those operations immediately upon written notice by the City, or.
 - 4.2.2.2. Lessee assigns or sublets any portion of the Premises without written permission by the City.
 - 4.2.3. The City, by providing to Lessee written notice at least 90 days prior to the new date of termination.
 - 4.2.3.1. Upon such early termination, the City shall pay to Lessee, or credit Lessee's last rent payment, the market value of any improvements made or put upon said premises by the Lessee in accordance with Section 68 of the City Charter.
 - 4.2.3.2. After the new termination date described in the 90 day notice, Lessee understands that the City will not be required to recompense Lessee for any losses of income or damages incurred by Lessee in such instance.
 - 4.2.4. Mutual written agreement of both parties.
5. Rent and Payment Requirements
 - 5.1. Beginning, December 1, 2019, Lessee shall pay to the City, in lawful money of the United States, an annual rental in the amount of 165 (\$/acre) for Lessee's use of the Premises and effluent water.
 - 5.1.1. At least fifty percent (50%) of the annual rental amount shall be paid prior to July 31 of each year. This includes a full fifty percent (50%) of the annual rental amount on July 31 of the final year of the agreement.
 - 5.1.2. The remainder of the annual rent, to equal 100%, shall be paid prior to December 31 of each year, except the final year of the agreement when the agreement will expire on October 31.
 - 5.1.3. Payments later than 7/31 and 12/31, respectively, shall be assessed a late fee of one half of one percent (.005 time 50% of the annual rent) per day through the day the required payment is made.
 - 5.1.4. Payment based on acreage calculations shall be reduced upon construction of a facility or facilities that permanently reduce effluent flows to the leased properties.
 - 5.2. Rent shall be paid by check made out to City of Porterville and mailed or delivered in person to the City of Porterville, 291 Main Street, Porterville, CA 93257.
 - 5.3. As security for this Lease, Lessee must provide an Irrevocable Letter of Credit, equal to 6 months rent, as shown on Exhibit C which is attached hereto and by this reference incorporated.

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- 5.4. The cost of work or improvements done by Lessee outside the scope of Paragraph 8, may only be deducted from the next scheduled payment if:
 - 5.4.1. The work is performed at the request of the City;
 - 5.4.2. The City has given prior written approval to a written estimate provided by Lessee for the not to exceed cost of work or improvements; and
 - 5.4.3. Upon completion of the work or improvements, Lessee provides the City with an invoice of the final actual cost amounts, including units and cost per unit as appropriate.
 - 5.4.4. Such work requested by the City may be subject to prevailing wages.
 - 5.4.5. City to provide materials for projects that are to be considered improvements to the properties subject to the lease, unless mutually agreed otherwise.

6. Operations

- 6.1. Lessee shall conduct all operations according to good farm husbandry practices.
- 6.2. Lessee shall manage operations in compliance with all applicable federal, state, and county laws, regulations and ordinances, including local water board discharge requirements and the local air district rules.
- 6.3. Lessee shall conduct operations in a business-like manner and not harm or degrade the City and its operations.
- 6.4. Lessee shall not do or permit any act or thing that constitutes a nuisance by the City either on or off the Premises.
 - 6.4.1. Lessee shall take immediate action to correct any such nuisance discovered by Lessee or through notification by the City within three (3) days of discovery or notification.
 - 6.4.2. Lessee shall promptly perform the correction efforts in a manner to prevent its reoccurrence.
- 6.5. Each year, upon notification by the City, Lessee agrees to meet with representatives of the City to discuss operation of the farm and plans for the next calendar year and submit for approval a rolling 5 year cropping plan.
- 6.6. By the 10th of the applicable month, the Lessee shall provide monthly, quarterly, and annual (due January 10th) reports for each field on nitrogen applications and removal, water uses and crop data as required for the Waste Discharge Requirements (WDR) reporting.
- 6.7. In addition to the terms and provisions provided herein, and unless otherwise stated in this Lease, Lessee shall be required to perform all obligations as set forth in the "Reclamation Area Lease – Request for Proposal", which is attached hereto as Exhibit D and fully incorporated herein by reference.

7. Improvements

- 7.1. Lessor does not warrant or guarantee the safety, condition, or effectiveness of the improvements on the Premises.
- 7.2. Existing improvements owned by the City and available for use by the Lessee include:
 - 7.2.1. Pressurized pipeline and appurtenances
 - 7.2.2. Percolation Ponds and Fencing
 - 7.2.3. Storage Yard
 - 7.2.4. One-third (1/3) interest in an Irrigation Well (5N) with a 75 horsepower motor. Sun Pacific Farming owns a two-thirds (2/3) interest in irrigation well (5N).
 - 7.2.5. One (1) extraction well (Hunsaker) with a 150 horsepower motor.
 - 7.2.6. One (1) Irrigation Wells without a pump and not connected to an irrigation system (Field 7)

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- 7.3. Lessee with prior written approval from the City will meet with lessor, to discuss the cost and expense, before altering, adding to, and replacing, removing, or demolishing any part of the improvement for or in conjunction with efficient and prudent farming operations and dispersal of effluent
 - 7.3.1. Alterations include changes to the physical land such as removing, adding; or significantly changing ditches, embankments, ponds, and reservoirs as well as drilling and major trenching.
 - 7.3.2. Additions include construction or installation of new buildings, structures, checks, weirs, levees, culverts, roads, head gates, wells, and fences.
 - 7.3.3. Repairs and replacements include those for fences and above and underground pipes and valves and pumps.
 - 7.3.4. Demolishment includes partial or entire destruction and/or removal of any improvements such as fences, posts, structures, etc. and Lessee understands that Lessee shall be solely responsible to properly remove and dispose of such demolished material
- 7.4. Such alterations, additions, replacements, removals, or demolishment described or implied in Paragraph 7.3 herein above shall only occur after written approval is provided by the City for the specific action to be taken and Lessee has received all other approvals by any governing or regulatory body that exercise control for such changes.

8. Upkeep and Property Management

- 8.1. Lessee shall be responsible for the general upkeep and maintenance of the Premises. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee.
- 8.2. STANDING WATER: Lessee shall grade, level, drain and otherwise maintain the Premises in a manner to level any low areas in order to prevent standing and stagnating water on the Premises.
- 8.3. STORM WATER: Lessee shall properly manage and/or dispose of any storm water entering the Premise.
- 8.4. TRASH: Lessee shall be responsible for regular and prudent trash, debris, weed, and brush removal from the Premises.
- 8.5. ROADS: Lessee shall maintain and keep all roads on the Premises, and the farm connection road stated in Paragraph 2 herein above, in good condition and repair and at proper elevation and compaction to limit erosion and provide reasonable two-wheel drive travel.
- 8.6. EARTHEN IMPROVEMENTS: Lessee shall maintain and keep in good condition and repair all ditches, sumps, ponds reservoirs, and embankments in order to keep the ditches, sumps, ponds, reservoirs, and embankments watertight. Failure to maintain premises resulting in operational failure or damage to the premises will be corrected at sole expense of lessee. If City forces are used to assist in correcting operational failure or damage (Effluent Spill) the City will be reimbursed by Lessee for all costs incurred to mitigate damages.
 - 8.6.1. Lessee must keep effluent discharged within the designated disposal area at all times to comply with Standard Provisions A.12 of WDR R-5-2008-0034.
 - 8.6.2. Lessee must grade the reclamation area to prevent runoff onto adjacent properties not owned or controlled by the City to comply with Recycling Specifications D.4 of the WDR R-5-2008-0034.

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- 8.6.3. Lessee must properly operate and maintain facilities and systems of treatment and control (irrigation valves) used to achieve compliance with the conditions of Provision H.5 of the WDR R-5-2008-0034.
 - 8.7. WEEDS: Lessee shall remove weeds, trash, and debris from and near all ditches, sumps, ponds, reservoirs and embankments, roads, wells, pump stations, and irrigation structures.
 - 8.8. EFFLUENT WATER DISTRIBUTION SYSTEM: Lessee shall at his expense, maintain and keep in good condition and repair existing aboveground and underground water distribution system, which includes pipelines, risers, and valves required for proper irrigation (See Exhibit B for definition of effluent distribution system. All other pipelines not shown on the exhibit shall be considered secondary irrigation distribution systems).
 - 8.8.1. Prior to performing repairs lessee must have prior written approval from the City, Any repairs to distribution system must comply with current city codes.
 - 8.8.2. Major repairs to the effluent distribution system, not including minor repairs to the irrigation system will be at Lessor expense.
 - 8.8.3. The City may ask Lessee to perform major repairs on distribution and/or irrigation pipeline and compensate Lessee for work performed.
 - 8.8.4. The City may ask Lessee to perform major repairs on distribution and/or irrigation pipeline and compensate Lessee for work performed.
 - 8.8.5. Prior to repair, replacement, or adding of pumps/motors lessee must have prior written approval from the City, Any repairs to pumping system must comply with current city codes.
 - 8.9. RODENTS: Lessee shall make frequent and reasonable efforts to minimize ground squirrel population on the Premises
 - 8.10. FENCES AND GATES:
 - 8.10.1. Lessee shall promptly maintain and repair all fences and gates on or that borders the Premises and shall hold the City free and harmless from any liability or loss sustained by Lessee due to trespassers on the Premises.
 - 8.10.2. The City shall replace gates and any sections of fence it deems necessary.
 - 8.11. NON-CROP AREAS :
 - 8.11.1. Lessee shall remove weeds, trash, and debris from and near Percolation Ponds.
 - 8.11.2. Lessee shall maintain and keep in good condition and repair embankments in order to keep the sumps, ponds, and ditches watertight.
 - 8.11.3. Lessee shall conduct farming and non-crop activities as to comply with all air pollution control standards, and to minimize dust.
9. Hazardous Waste and Chemicals
- 9.1. Lessee shall not use the Premises to dump gas, oils, dairy waste, chemicals or other hazardous waste and shall contact the City immediately if such a release occurs or is found.
 - 9.1.1. Any such release shall be the sole responsibility of Lessee.
 - 9.1.2. Lessee shall be responsible to clean up and cure such release in a timely manner.
 - 9.2. Lessee shall only use chemicals that are reasonable and typically used for farming operations, weed control, and pest control.
10. Electricity
- 10.1 Lessor shall be responsible to pay utility costs for extraction well (Hunsaker) from April – September. Lessee shall reimburse the Lessor for irrigation utility costs if extraction well (Hunsaker) is used from October – March.

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- 10.2 Lessee shall be responsible for registering shared irrigation well (5N) for service, under Lessee's name, with Southern California Edison. Lessee is responsible for paying its share of utility costs. Lessee is responsible for contacting Sun Pacific Farming and forwarding utility costs for payment if irrigation well is used by Sun Pacific Farming.
- 10.3 Lessee shall be responsible for registering two (2) tail water sump pumps on fields 160A and 35, under Lessee's name with Southern California Edison and paying all utility costs.

11. Water

- 11.1 Lessee shall control the flow, reuse, and dispersal of all effluent supplied by the City year round as surface water onto the Premises in a prudent and efficient manner to farm the Premises unless provided specific allowance by the City in writing to disperse portion of the wastewater elsewhere.
 - 11.1.1. Lessee understands that the City production of effluent may vary significantly but may produce peak flows up to 5 million gallons of effluent per day.
 - 11.1.2. Notwithstanding Paragraph 11.1.1 herein above and Paragraph 5.1.4, Lessor expects the typical effluent produced on the Effective Date to be approximately 4.4 million gallons per day, based on the average daily flows from 2013-2018, although Lessor does not guarantee any specific amount of wastewater suitable for irrigation and shall not be liable for any damages to crops due to insufficient, excess, or oil or chemical contaminated wastewater.
 - 11.1.3. Lessee agrees that the City may decrease or increase the gallons per day of effluent and also agrees to manage any such decreases and increases and to utilize all the effluent on the Premises.
- 11.2 As required by WDR, Lessee shall provide to the City a written report that shall identify the source of all water and the volume of water in acre feet used on each field no later than the 10th calendar day of the following month.
 - 11.2.1 Lessee may supplement the effluent with well water from the Premises or other water sources that have first been approved in writing by the City.
 - 11.2.1.1 Lessee shall provide a written report that provides the amount of supplemental water (water not supplied by the City) used and dispersed by the Lessee on the Premises.
- 11.3 Water from existing or new wells on the Premises shall only be used on the Premises for the purposes of this Agreement and shall not be dispersed or sent off the Premises.
- 11.4 The City does not and shall not supply potable or drinking water to the Premises.

12. Crops

- 12.1. Lessee shall use the Premises and effluent to irrigate the farm, grow and harvest non-human consumable crops, and maintain an agronomic nitrogen balance with the effluent and bio-solids applied to farmed area.
- 12.2. In the third quarter of each calendar year of this Agreement, Lessee shall, if notified by the City, meet with the City to discuss operation of the farm for the next calendar year.
- 12.3. Lessee shall have the right to harvest all existing crops up to the date of expiration or termination of this Agreement and shall leave the Premises in good condition.
- 12.4. Lessee shall maintain all crops per the BMP and may not damage or plow under any crops at the end of the Lease Agreement.

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- 12.5. If Lessee chooses to plant any crops that have registered seed agreements that extend past the term of the Lease Agreement, the seed registration must be transferred to the new Lessee without cost to the City or the new Lessee. Lessor shall bear no responsibility whatsoever for any obligations undertaken by Lessee under such agreements.
- 12.6. Lessor shall not be liable for any crop loss sustained by Lessee for any reason.
- 12.7. As required by the WDR, Lessee shall provide tissue analysis results and crop yield for each field to the City at Lessee's expense.

13. Biosolids, Fertilizers, and Soil Amendments

- 13.1. Lessee shall use biosolids and soil amendments on the Premises in accordance with good farming practices, and schedules provided.
- 13.2. Lessee shall not accept or allow any placement of biosolids, sludge, septage, or similar materials on the Premises from parties other than Lessor and Lessee shall notify Lessor immediately of any unauthorized placement.
- 13.3. As required by the WDR, Lessee shall provide to the City a written report that states the pounds of nitrogen and any other materials applied to each field over the previous calendar year.
- 13.4. The five year biosolids application and management plan shall be followed.
- 13.5. Any Amendment, requested by the lessee, to the biosolids management plan shall be submitted to the City in writing and must be approved by the city prior to October 1st of each year.
- 13.6. The Lessee will provide the City with all relevant information required verifying compliance with the approved plan for reporting to the governing agencies (CRWQCB and US EPA) by January 15 of each year.
- 13.7. As required by the WDR, Lessee shall provide the City with annual soil analysis results at Lessee's expense.

14. Percolation Ponds

- 14.1. The City owned percolation ponds are to be operated and maintained at the lessee's expense.
- 14.2. The ponds are available for use by the Lessee at all times provided less than 50% of all effluent delivered annually to the reclamation area is percolated in the ponds.
- 14.3. The ponds shall not be operated in such a manner as to have, or threaten to have a negative impact upon the Teapot Dome landfill from rising ground water levels.
- 14.4. The pond bottoms shall be kept open and free of weeds, algae, noxious odors, or other such nuisances.
- 14.5. Rodent control is the responsibility of the Lessee, in order to avoid breaching of levees and/or loss of the pond embankments.
- 14.6. Lessee must provide mosquito abatement in all pipes, ponds, and other collection areas of the percolation ponds.
- 14.7. As required by the WDR, Lessee shall provide to the City a written report that states the amount of effluent in acre feet that was disbursed to the percolation ponds no later than the 10th calendar day of the following month.

15. Security

- 15.1. Lessor does not supply security for the Premises and Lessees operation thereon.
- 15.2. Lessor does not warrant that the fences and gates within or around the Premises will prevent trespassers.

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- 15.3. Lessee shall keep all gates closed and locked when not in use during the day and closed and locked during the night.
16. Health and Notice
- 16.1. Lessee shall notify its employees, sub-contractors, and visitors to the Premises that the irrigation water used on the Premises is treated wastewater and is not to be used for drinking or other human consumption and to follow good hygiene practices.
- 16.2. This notification shall be documented and signed and dated by all Lessee's employees, sub-contractors, and visitors to the Premises and such documentation shall be kept on file with Lessee and shall be presented to the City if requested.
- 16.3. Lessee shall provide for all employees who work at the Premises immunization in accordance with any requirements of the Tulare County Health Department.
- 16.4. Lessee shall comply with all rules and regulation regarding mosquito control on the Premises and shall bear any and all costs regarding mosquito abatement on the Premises.
17. Inspection and Testing
- 17.1. Lessee shall allow:
- 17.1.1. The City, the county of Tulare, the State of California, or any other regulatory agency to enter onto the Premises to visit the Premises and to perform any soil, air, water or other tests and samplings
- 17.1.1.1. Such testing shall be performed in a reasonable manner to minimize any damage to crops.
- 17.1.1.2. Lessee is aware that such testing could result in partial or complete termination of Lessee's farming operation on the Premises.
- 17.1.2. The City, the county of Tulare, the State of California, or any other regulatory agency to install monitoring wells on the Premises.
- 17.1.2.1. The City shall recommend that the agencies work with Lessee to install such wells in locations to minimize hindrance or damage to Lessee's farming operation, but makes no guarantee of locations.
- 17.1.2.2. Lessee is aware that such testing could result in partial or such complete termination of Lessee's farming operations on the Premises.
- 17.2. Lessee shall provide to the City a copy of any reports involving test of soil, air, crops, or water within the Premises performed by or for Lessee immediately after receipt of such reports by Lessee.
18. Discharge of Claims, Liens, Taxes
- 18.1. Lessee shall discharge or provide for the discharge of all claims that it has authorized or incurred for labor, materials, and supplies furnished for or in connection with the Premises.
- 18.2. Lessee agrees to keep and shall keep the Premises and improvements thereon free and clear from any liens or encumbrances, including mechanics or material men's liens, or any kind or nature for any work done, labor performed, or material furnished for the Premises or Lessee's operations thereon or from any other cause.
- 18.3. Lessee agrees to indemnify and save harmless the City, its agents, officers, and employees from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or material furnished.
- 18.4. Lessee agrees to pay all taxes (real, personal, possessory interest tax, or whatever other tax) and assessments that may be levied or charged upon the rights of Lessee for Lessee's rights under this Agreements and Lessees' operation here under.

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18.5. Lessee shall also obtain and pay for all other Agreements or permits necessary or required by law for the conduct of its operation hereunder.

19. Indemnification

19.1 To the fullest extent permitted by law, Lessee agrees to indemnify, defend (upon request by the City) and hold the City, its agents, officers, and employees, and each of them, harmless from any and all losses, costs, expenses, claims, attorney's fees, liabilities, actions or damages, including liability for death or injury to person or persons or damage to property, arising out of or in any way connected with:

- 19.1.1. The conducting or operation of Lessee's business on the Premises or pursuant to this Agreement, or
- 19.1.2. The construction, renovation, remodel, removal, or significant change to the structure facilities, grounds, or improvements on the Premises or pursuant to this Agreement, or
- 19.1.3. The intentional or negligent conduct of Lessee, its agents, employees, or independent contractors.

20. Insurance: Lessee, in order to protect the City and its council members, officials, agents, officers, and employees against all claims liability for death, injury, loss and damage as a result of Lessee's actions in connection with the performance of Lessee's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Lessee shall not perform any work under this Agreement until Lessee has obtained all insurance required under this Paragraph and the required certificates of insurance have been filed with and approved by the City. Lessee shall pay any deductibles and self-insure retentions under all required insurance policies.

20.1. Workers Compensation and Employer's Liability Insurance Requirement – Lessee shall submit written proof that lessee is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

- 20.1.1. In signing this Agreement, Lessee makes the following certification, required by section 1861 of the Labor Code.
- 20.1.2. "I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."
- 20.1.3. Lessee shall require any sub-contractors to provide workers' compensation for all to the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Lessee.
- 20.1.4. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Lessee shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.
- 20.1.5. Lessee shall also maintain employer's liability insurance with limits of two million dollars (\$2,000,000) for bodily injury or disease.

20.2. Liability Insurance Requirements:

- 20.2.1. Lessee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

**City of Porterville Reclamation Area Lease Agreement Extension
Porterville, CA**

- 20.2.1.1. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provision of this Agreement), Products-Completed Operations Hazard, Liquor Liability, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of two million dollars (\$2,000,000) Combined Single Limit (CSL) each occurrence and two million dollars (\$2,000,000) aggregate and shall include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
- 20.2.1.2. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage cover all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and shall include an endorsement naming the City and the City's council members, officials, officers, agents and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
- 20.2.2. If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completing of Lessee's work specified in this Agreement, whichever is later.
- 20.2.3. Prior to Lessee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the City by Certificate of Insurance naming the City as "additional insured". Receipt of evidence of insurance that doesn't comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- 20.3. Cancellation of Insurance – The above stated insurance coverage required to be maintained by Lessee shall be maintained until the completion of all the Lessee's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the City. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- 20.4. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-VII" rating. Any exception to these requirements must be approved by the City Risk Manager, or the City employee with Risk Management responsibilities.
- 20.5. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 20.6. Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. The City, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and

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without further notice to Lessee, the City shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by the City for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement are insufficient to reimburse the City for the premiums and any associated cost, Lessee agrees to reimburse the City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by the City to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverage required by this Agreement.

21. Assignment, Subletting, Merger

- 21.1. Assignment by Lessee of any or all rights under this Agreement may only occur upon written consent of the City.
 - 21.1.1. Lessee shall submit to the City a written request for assignment or to sublet and provide any information about the proposed assignee or party to sublet that the City may require.
 - 21.1.2. Lessee shall submit in advance a non-refundable sum of \$2,500 to the City for each request for assignment or sublet in order to cover costs for processing such request.
 - 21.1.3. The City shall answer Lessee's request for assignment or sublet within 60 days of receipt of such notification by Lessee.
 - 21.1.4. The City may reject the proposed assignment or sublet for any reason and, if so and notwithstanding Paragraph 21.1.2 herein above, the City shall refund \$1,500 to lessee.
- 21.2. At least 120 days in advance of any proposed merger between Lessee and a corporation or any other entity, Lessee shall provide to the City written notice of its intention to participate in such merger and provide any information required by the City in regards to the merger.
- 21.3 This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

22. Breach and Default

- 22.1. Each of the following shall be a default by Lessee and breach of this Agreement:
 - 22.1.1. Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee, or liquidator, and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.2. By order or decree of a court, Lessee shall be adjudged bankrupt, or an order shall be made approving a petition filed by any other creditors seeking its reorganization of its indebtedness under federal bankruptcy laws, or under any law or statute of the United States, or any state thereof and such act prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
 - 22.1.3. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Lessee and shall not be dismissed within ninety (90) days after the filing thereof and such act prevents Lessee

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from conducting its operation under this Agreement for a period of thirty (30) calendar days or more.

- 22.1.4. Pursuant to or under authority of any legislative act, resolution or rule or any offer or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of lessee, and such possession or control shall continue in effect for a period of ninety (90) days and prevents Lessee from conducting its operations under this Agreement for a period of thirty (30) calendar days or more.
- 22.1.5. Any lien (including, without limitation, mechanic's and materials' liens) is filed against the Premises because of any act or omission of lessee and is not removed within thirty (30) day.
- 22.1.6. Lessee's voluntary abandonment, desertion, vacating, or discontinuation of its operations as authorized by this Agreement.
- 22.1.7. Failure to perform any term, covenant, or condition of this Agreement.
- 22.1.8. Lessee fails to punctually make any payments due to the City under this Agreement.
- 22.2. Notwithstanding any other remedies of the City under this Agreement, should lessee default or breach this Agreement, the City may terminate this Agreement immediately, re-enter the Premises and take full possession thereof, and remove all persons connected with Lessee there from and Lessee shall have no further claim thereon or hereunder.
- 22.3. The remedies given to the City in Paragraph 22.2 shall be in addition and supplement to all other rights or remedies that the City may have under the laws then in force.
- 22.4. Lessee hereby waives any and all rights for redemption granted by or under any present or future law, or statute, arising in the event it is evicted or dispossessed for any cause or in the event the City obtains or retains possession of the Premises in any lawful manner.
- 22.5. No waiver the City of any default or breach on the part of Lessee in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be or be construed to be a waiver by the City of any other or subsequent default or breach in performance of any of said terms, covenants, or conditions contained in this Agreement.
 - 22.5.1. The subsequent acceptance of rent by the City shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, including the failure of Lessee to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.
 - 22.5.2. No covenant, term or condition of this Agreement shall be deemed to have been waived by the City, unless the City provides such waiver in writing.

23. Negation of Partnership

- 23.1. The City shall not become or be deemed a partner or joint venture with Lessee or associate in any relationship with Lessee other than that of Lessor and Lessee by reason of the provisions of this Agreement.
- 23.2. Lessee shall not for any purpose be considered an agent, officer, or employee of the City.
- 23.3. To whatever extent the City, its agents, officers, or employees may be deemed to be associated with the Lessee or the Lessee's agents, officers, or employees because of any activity or operation pursued by Lessee or its agents, officers or employees on the

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Premises, then to such extent Lessee shall be deemed an independent contractor of the City.

24. Workers Compensation: Lessee shall comply with the workers' Compensation Act of this State and shall indemnify and save and hold harmless the City from any and all liability under the said Act.
25. Compliance With Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, or City government which may in any way apply to the use, maintenance, occupation of or operations on the Premises, including but not limited to the Americans with Disabilities Act.
26. Nondiscrimination: Lessee, in the operation to be conducted pursuant to the provision to this Agreement and otherwise in the use of Premises, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex or national origin or by any arbitrary reason.
27. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee:

To the Lessor (the City of Porterville)

City of Porterville
291 Main Street
Porterville, CA 93257

The address to which the notices may be mailed to either party may be changed by written notice. Nothing, however, shall preclude the giving of any such notice by personal service.

28. Definitions and Terminology

- 28.1. In this Agreement the capitalized term "Paragraph" shall indicate the numerical subject headings or sub-headings of this Agreement (such as this Paragraph is identified as 28.1)
- 28.2. In this Agreement the capitalized terms "Section" or "Sections" shall indicate the actual physical location for the certain real property locations, as they exist in Tulare County. (As such, the only Sections to be mentioned in this Agreement will be the Sections as originally stated in Paragraph 1.2 herein above.)
- 28.3. In the context of this Agreement the terms "wastewater" and "effluent" may be used interchangeably and shall be defined as untreated sewage water that has been channeled to the City treatment plant, treated to certain requirements, and discharged from the

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treatment plant as non-potable water to be used on the Premises to grow fiber and fodder crops.

29. Damage to Premises:

- 29.1. In the event more than 20% of the Premises or more than 100 acres of farmed land is declared a disaster area by Federal, State, or local authorities:
 - 29.1.1. Lessee may, within 15 days of such declaration, provide to the City evidence of the declaration, the location and number of acres affected, and petition for temporary relief from rent until the affected real property can reasonably and in a timely manner be restored by Lessee, at its expense, to a condition again usable for Lessee's farming operations, and
 - 29.1.2. The City shall review such petition or request and if found credible shall pro-rate Lessee's rent by:
 - 29.1.2.1. Determining the number of currently farmed acres,
 - 29.1.2.2. Determining the number of current acres deemed not farmable due to the disaster,
 - 29.1.2.3. Determining the number of days the farmed acres are out of production until Lessee can reasonably put the acres back into production,
 - 29.1.2.4. Regarding this Paragraph 29.1, determine an acreage percentage and divide the result by 365 days to determine a day's percentage,
 - 29.1.2.5. Multiply the acreage percentage times the days percentage to determine an overall percentage,
 - 29.1.2.6. Multiply the overall percentage times the annual rent to determine rent credit to Lessee (no more than 30% of the annual rent), and
 - 29.1.3. Within 15 days after the City determines the affected real property can reasonably be farmed by Lessee, the City shall notify Lessee the amount of rent reduction and whether it will be refunded to Lessee soon thereafter by check or credited towards Lessee's next rental payment.
- 29.2. Should the City determine the Premises or significant parts thereof are rendered unusable for a period of more than 30 days due to no fault of Lessee, the City may determine a refund of rent based on the formula determined in Paragraph 29.1 of this Agreement and pay or credit Lessee for the time period beyond the 30 day period mentioned herein above (NOTE - in this instance the pro-rated rent shall take effect 30 days after the City's reasonable determination of the date the acreage was determined unusable.)

- 30. Surrender of Premises: On the last day of the term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender and yield up to the City the Premises and improvements thereon in good condition, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by act of God or by fire or other circumstances over which Lessee has no control.
- 31. Authorized Agent of THE CITY: The City Manager, or his designee, is the duly authorized agent of the City for purposes of this Agreement and any obligations assumed hereby by Lessee shall be performed to his satisfaction.
- 32. Disposition of Improvements and Equipment: Upon termination or expiration of this Agreement, Lessee, may, at Lessee's sole cost and expense, remove its farm equipment and trade fixtures which have been placed on the Premises but not permanently affixed thereto. No real property or

City of Porterville Reclamation Area Lease Agreement Extension
Porterville, CA

improvements to real property shall be removed by Lessee without Lessee first obtaining written approval to remove such real property or improvements to real property.

33. Lost, Stolen, Damaged Property: The City is in no way responsible for Lessee's lost, stolen, or damaged property unless the City or the City's agents take possession of Lessee's property.
34. Right of Ingress and Egress:
- 34.1. Lessee shall have reasonable non-exclusive right of way for pedestrian and vehicular travel for ingress and egress to the Premises over property owned and controlled by the City.
 - 34.2. Lessee's right of way is subject to such reasonable rules and regulations as the City may make from time to time.
 - 34.3. The City and its invitees shall have the right, at any time, to enter and inspect the Premises, Lessee's operations, and conduct studies, surveys, and tests.
35. Incorporation of Prior Agreements and Amendments:
- 35.1 This Agreement contains all agreements of the parties with respect to any matter mentioned.
 - 35.2 No prior agreement or understanding pertaining to any such matter shall be effective.
 - 35.3 This Agreement can only be modified as a written agreement, signed by the parties in interest at the time of the modification.
36. Venue: If either Lessee or the City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare , State of California.
37. Severability: the invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall not affect the validity or any other provision hereof.
38. Captions: Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.
39. Covenants and Conditions: Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.
40. Time of Essence: Time is hereby expressly declared to be of the essence of this agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
41. Attorney's Fees. If any litigation is commenced between the parties to this Lease concerning the Lease or the rights and duties of either in relation to the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

**City of Porterville Reclamation Area Lease Agreement Extension
Porterville, CA**

City of Porterville

By _____
Martha A. Flores, Mayor

Date: _____

APPROVED AS TO FORM
City of Porterville

By _____
Julia M. Lew, City Attorney

Date: _____

Lessee

By _____
Rick Perigo

Date: _____

Title _____

Business Name _____
Perigo Roadsiding

APPROVED AS TO FORM

By _____
Legal Counsel for Lessee

Date: _____

Exhibit A – Reclamation Area Legal Descriptions
Exhibit B – Map of Reclamation Area, infrastructure
Exhibit C – Letter of Credit for Lessee

Reclamation Area Legal Descriptions

Exhibit "A"

<i>Parcel</i>	<i>APN</i>	<i>LEGAL DESCRIPTION</i>	<i>ACRES</i>
<i>City of Porterville Airport Property</i>			
Parcel 1	302080011	SE/4 SEC 5-22-27	160.00
Total			160.00
<i>City of Porterville Lease Purchase</i>			
Parcel 2	302110059	E/2 OF N/2 OF SW/4 SEC 8-22-27	40.00
Parcel 3	302100015	LTS 34,35,46,47 ETC PVILLE FRUIT&FARMS TR RM 15-23	127.66
Total			167.66
<i>City of Porterville Old Perc Pond /Field # 46</i>			
Parcel 4	302130028	POR NE/4 SEC 18-22-27	46.54
Total			46.54
<i>City of Porterville Underhill Property</i>			
Parcel 5	302130008	W/2 OF SE/4 SEC 18-22-27	80.00
Parcel 6	302130007	E/2 OF SE/4 SEC 18-22-27	80.00
		Underhill Homesite (Police Shooting Range - Not part of Lease)	-15.20
Total			144.80
<i>City of Porterville Hunsaker Property</i>			
Parcel 7	302130019	POR S/2 SEC 17-22-27	79.26
Parcel 8	302130021	POR SW/4 SEC 17-22-27	84.14
Total			163.40
Total Management Acres			682.40

EXHIBIT "A"

Page 2 of 2

City of Porterville Reclamation Area

Last Updated 8/1/2014

City Airport Property

302080011
160.00 ac

Parcel 1

Friant-Kern Canal

West Street

Parcel 3

City of Porterville

302100015
127.66 ac

Parcel 2

City of
Porterville
302110059
40.00 ac

Tea Pot Dome Ave.

Road 216

Parcel 4

Old Perc Pond
City Property

302130028 46.54 ac

Underhill Homesite
(Police Shooting Range
- Not in Lease)

Parcel 5

302130008
80.00 ac

Parcel 6

302130007
80.00 ac

Parcel 8

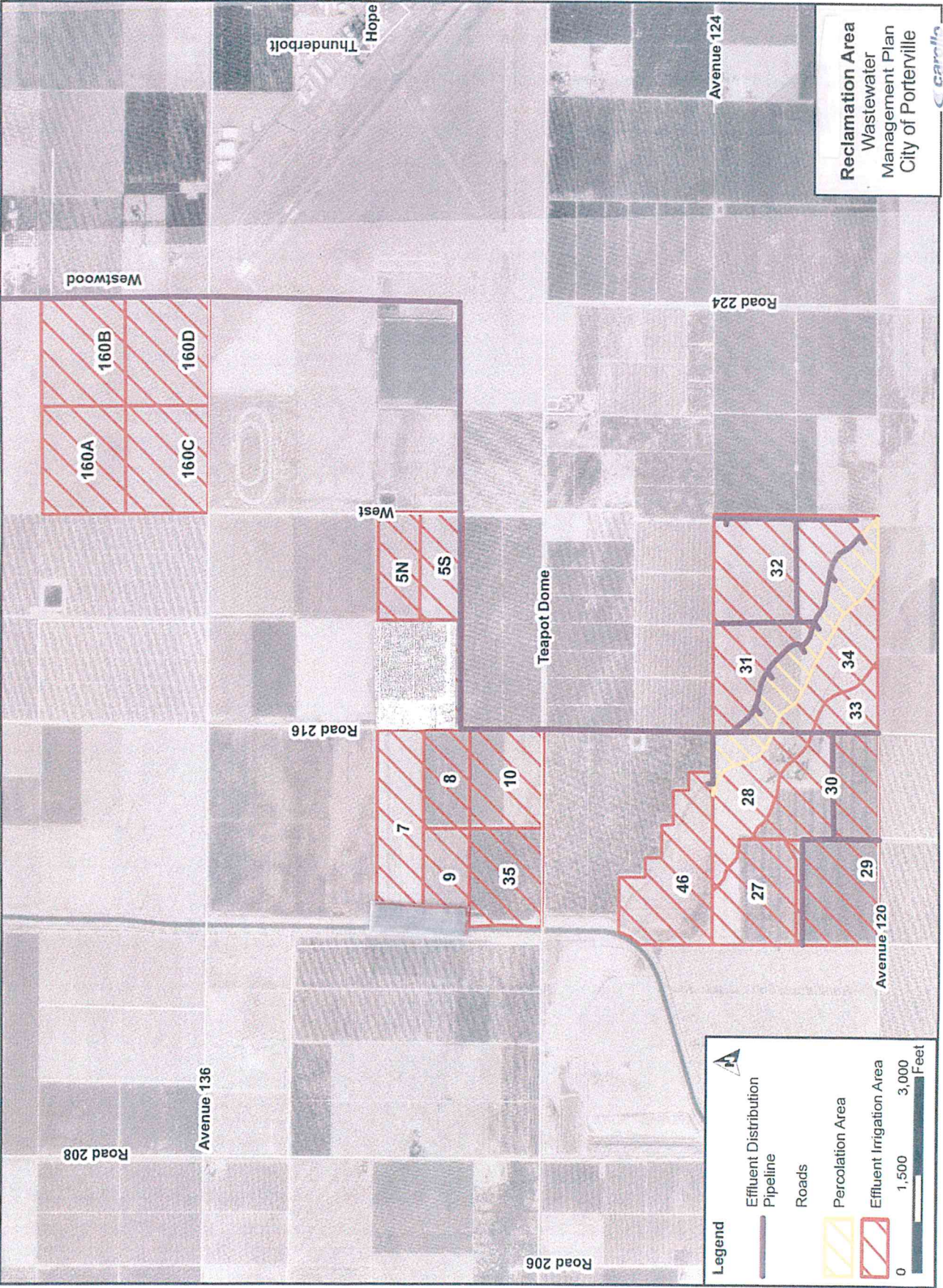
302130021
84.14 ac

Parcel 7
Hunsaker Property

302130019
79.26 ac

Underhill Property

Avenue 120



[Place on Your Letterhead]

Exhibit "C"

[Date]

To: City of Porterville
291 N. Main Street
Porterville, CA 93257

Letter of Credit No.

Gentlemen:

This letter of credit is given to fulfill the requirements of that certain agreement entered into between the City of Porterville, hereinafter referred to as "City", and _____, hereinafter referred to as "Principal", covering Reclamation Area Lease by Principal in accordance with said agreement. Said agreement is attached hereto and made a part hereof by reference.

As required by said agreement, and for the purpose only, we hereby establish in favor of City and for account of our Irrevocable Letter of Credit No. _____, in the amount of _____ (6 months rent) to be paid by draft at sight of us if accompanied by the following documents:

City's written statement signed by the _____ or Mayor certifying that there has been loss; damage; or liability resulting from the Principal's performance, or non-performance, of his duty and obligation under said agreement, or from negligence, act, or omission of Principal or his agent, servants or employees, in the amount of the accompanying sight draft on us and the amount of this draft is, therefore, now due and payable.

It is agreed that the above funds are on deposit and guaranteed for payment and said funds shall become trust funds for the purposes set forth herein.

It is further agreed that if City should have to file suit to enforce the provisions of this letter of credit, the prevailing party shall be entitled to all court costs, including reasonable attorney's fees.

All drafts under this Letter of Credit shall be marked Irrevocable Letter of Credit No. _____.

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon presentation.

NAME OF BANK:

President

Vice President



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval of Lease of Property to Porterville Transit

SOURCE: Community Development

COMMENT: On July 15, 2014, City Council authorized the purchase of the property located at 298 North Main Street. The property, also known as Centennial Plaza, consists of 12,694 rentable square feet with eight (8) leasable suites.

On December 16, 2014, City Council authorized the lease of 15 East Thurman, Suite A to Porterville Transit Department. This lease has expired and the Porterville Transit Department has expressed interest in entering into a one (1) year lease with two (2) one-year extensions to be effective July 1, 2018. Suite A of 15 East Thurman, is the easterly portion of the second floor Centennial Plaza consisting of 3,420 square feet of rentable area.

Staff engaged Keith Hopper of Hopper Company Real Property Valuations to conduct a lease rate valuation. The valuation reported that the market lease rate for suite eight is \$4,275 per month. Porterville Transit has agreed to the appraised rate of \$4,275 per month.

Lease payments will be made from the Transit Fund with 50% to be reimbursed by a Federal Transit Administration grant and 50% from other available Transit funds.

RECOMMENDATION: That the City Council approve the one-year lease of 15 East Thurman, Suite A, to the City of Porterville Transit effective July 1, 2018, with an option to extend the term for two (2) additional one-year periods.

ATTACHMENTS:

1. Centennial Plaza Floor Plan with Lease Space
2. Draft Lease Agreement

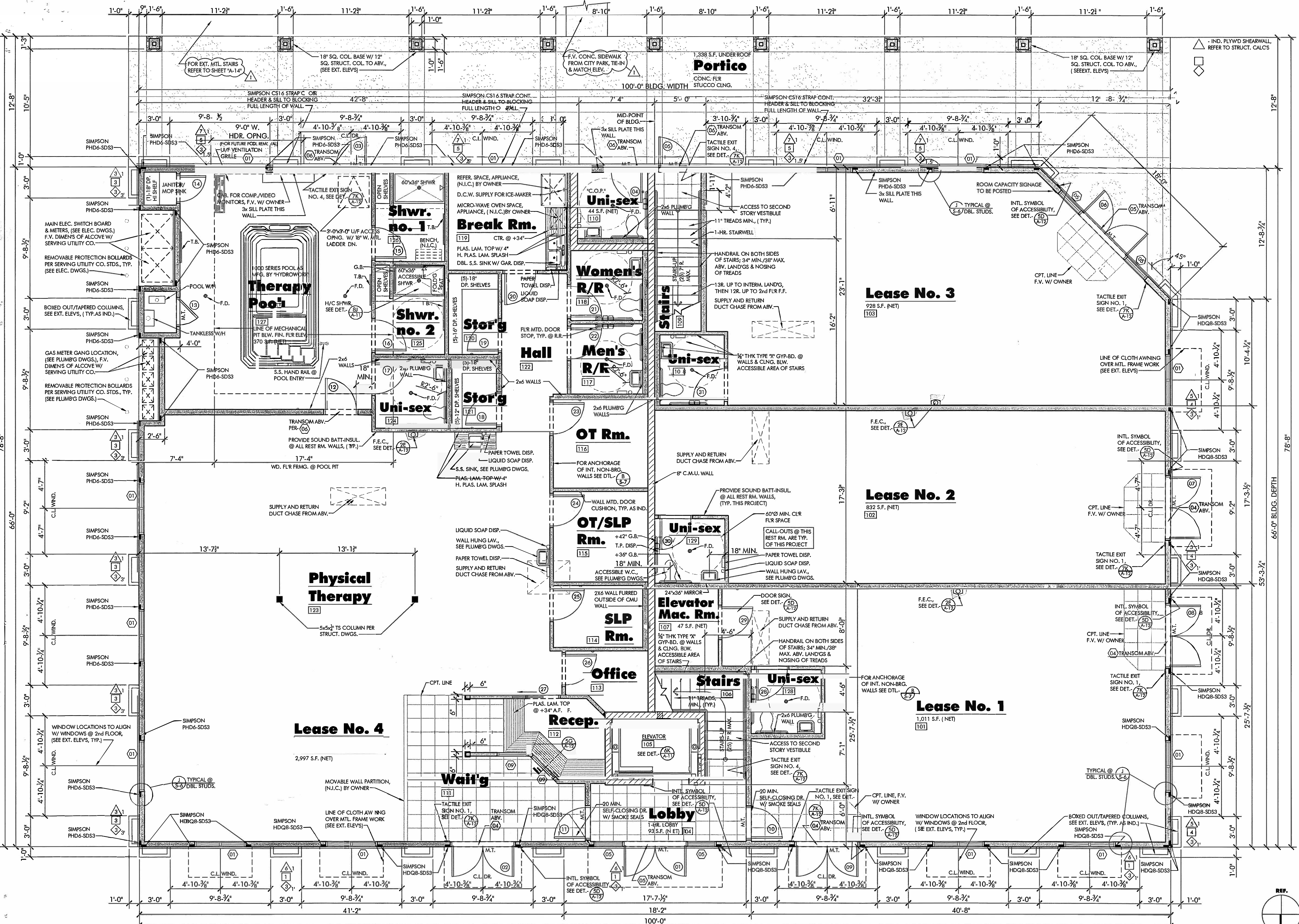
Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



FIRST STORY FLOOR PLAN

5,519 S.F. TOTAL FIRST FLOOR + 6,600 S.F. TOTAL SECOND FLOOR = 13,119 S.F.

SCALE: 1/4" = 1'-0"

Exhibit A - Floor Plan

AGREEMENT FOR LEASE OF PREMISES

THIS AGREEMENT, is entered into as of this _____ day of _____, 2019 by and between the CITY OF PORTERVILLE, hereinafter referred to as "Lessor", and Porterville Transit, hereinafter referred to as "Lessee", with respect to the following:

WHEREAS, Lessor owns the real property located at 15 E. Thurman Avenue, Suite A, in the City of Porterville, County of Tulare, California and more particularly described in Exhibit A, attached hereto, and of which the premises is a part; and

WHEREAS, Lessee desires to lease the premises, more particularly described in Exhibit B for office space and

WHEREAS, Lessor is willing to enter into a lease with Lessee under the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

PART 1.

LEASE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT, SUBLETTING

1.1 Lease.

Lessee will lease the Premises located at 15 E. Thurman Avenue, Suite A, in the City of Porterville, County of Tulare, California, *as shown in Exhibit B*, from Lessor on the terms and conditions set forth below.

1.2 Lessee's Possession Date and Term.

Lessee will be entitled to exclusive possession of the Premises on the date to be mutually agreed upon by Lessee and Lessor. The term hereof shall commence on July 1, 2018, and expire on July 1, 2019 (*note – 1 year term*). Lessee has the option to renew the lease for two additional one year terms, provided that Lessee has provided written notice to Lessor of its intention to renew at least 60 days in advance of the expiration of the term, and the parties can agree to the amount of rent to be paid, based on fair market rental value. In the event the parties cannot agree to the amount of rent to be paid, the parties agree to informal resolution via mediation with a mutually agreed-upon mediator. Notwithstanding the stated term of the lease, either party may terminate this Lease without cause with 180 days prior written notice. Notwithstanding the 180 day period, in accordance with Porterville City Charter Section 68, Lessor may terminate this Lease with 90 days prior written notice provided it pays Lessee for improvements as required by that Section.

1.3 Holdover without Consent.

If Lessee holds over beyond the expiration of the initial term of this Lease without the written consent of Lessor, the holding over will be deemed a month-to-month tenancy including the annual percentage rent increase, until the tenancy is terminated in a manner provided by law.

1.4 Assignment and Subletting.

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

2. RENT

2.1 Amount.

Lessee will pay the following rent to Lessor for the exclusive use and occupancy of the Premises.

2.1.1 Rent.

On the first day of the lease, the sum of **\$4,275.00** will be due, per month, in advance.

2.1.2 Annual Adjustment.

Commencing on the first renewal and for all subsequent renewals during the Term the then-current Rent shall be adjusted annually by the product of (i) the Rent last paid by Tenant pursuant to the terms of this Lease which is applicable to the first Lease Year, and (ii) a “**CPI Adjustment**,” which shall be a fraction, the numerator of which is the “**Adjustment Month CPI**,” as that term is defined below, and the denominator of which is either (a) for the first such adjustment during the Term, the “**Base Month CPI**,” as that term is defined below, or (b) for all subsequent adjustments, the Adjustment Month CPI used as the numerator for the previous adjustment. For purposes of this Lease, the “**Base Month CPI**” shall mean the “**CPI**,” as that term is defined below, for the calendar month which is three (3) months prior to the Commencement Date; the “**Adjustment Month CPI**” shall mean the CPI for the same month as the Base Month CPI prior to the first (and each succeeding) anniversary of the Commencement Date. For purposes of this Lease, “**CPI**” shall be deemed to mean The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), San Francisco-Oakland-San Jose, CA Average, Subgroup “All Items” (1982-1984 = 100). If at any time there shall not exist the CPI in the format recited herein, Landlord shall substitute any official index published by the Bureau of Labor Statistics or successor or similar governmental agency as may then be in existence and shall, in both parties’ opinion, be most nearly equivalent thereto.

2.1.3 Place of Payment.

Lessee will pay all rent at the City of Porterville Finance Department, located at 291 North Main Street, Porterville, California 93257.

3. USE OF PREMISES.

3.1 Allowed Uses.

Lessee and Lessee's subtenants will use the Premises only for the provision of professional office and uses incident uses for that purpose, unless Lessee first obtains Lessor's written consent for other uses. Lessee will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety and public health requirements and regulations.

3.2 Prohibited Uses.

Lessee will not commit or permit the commission of any acts on the Property that:

1. Increase Lessor's existing rates for, or causes the cancellation of, any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or
2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, applicable to the Premises; or
3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California.

3.3 Common Areas of Building.

Lessor shall make available at all times during the term of this lease in any portion of the Building that the Lessor from time to time designates or relocates, common areas, as Lessor shall from time to time deem appropriate. Lessee shall have the nonexclusive right during the term of this lease to use the common areas for itself, its employees, agents, customers, clients, invitees, and licensees.

The term "common areas" means the portions of the Building that, at the time in question, have been designated and improved for common use by or for the benefit of more than one lessee of the Building, including the landscaped areas; exterior walks, roofs, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, and balconies; directory equipment; the main entry lobby; restrooms; and drinking fountains. Lessor reserves the right to redesignate a common area for a noncommon use or to designate as a common area a portion of the Building not previously designated a common area.

All common areas shall be subject to the exclusive control and management of Lessor or any other persons or nominees that Lessor may have delegated or assigned to exercise management or control, in whole or in part, in Lessor's place and stead. Lessor shall have the right to close, if necessary, all or any portion of the common areas as is deemed necessary by Lessor to effect necessary repairs, maintenance, or construction, or to maintain the safety of lessees or the general public. Lessor will maintain the common areas in a clean, orderly, and sanitary manner. Lessor is responsible for all repairs of the common areas, except those required by the negligence of Lessee.

Rules and Regulations. Lessor and Lessor's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas and the Building. Lessee shall fully and faithfully comply with and observe the rules and regulations for the common areas and the Building, of which the Leased premises is a part, including any additions or amendments to the Rules and Regulations that may be hereafter enacted by Lessor in Lessor's sole discretion. Lessor shall not be liable in any way for failure of any other occupant of the Building of which the Leased premises is a part to comply with and observe these rules and regulations.

4. MAINTENANCE, REPAIR AND UPKEEP.

4.1 Lessee's Responsibilities.

Lessee accepts the Premises, as well as the Improvements located thereon, in their present condition. Lessee will be responsible for all maintenance, repair and upkeep of the Premises including all building interiors and exteriors, all exterior structures and attached equipment and fixtures, including fire extinguishers, whether furnished or constructed by Lessor or by Lessee, all pest control, and all parking areas. Lessee will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises during the term of the lease, at no cost to Lessor, including codes requiring fire extinguishers or other fire suppression equipment. If Lessee is required by any code or regulation to construct any alteration as a result of Lessee's, or any subtenant's particular and specific use of the Premises, or if Lessee is required to repair any deterioration or damage to the Premises caused by Lessee's clients, invitees, or subtenants, or by Lessee's lack of ordinary care, Lessee will either directly pay, or will reimburse Lessor for, the reasonable cost thereof.

Lessee will be responsible providing all custodial service and supplies for the Premises. On the expiration or termination of this Lease, Lessee will deliver the Premises to Lessor in as good condition and repair as existed upon possession of Premises, reasonable wear and tear and damage by the elements excepted.

4.2 Lessor's Responsibilities

Lessor will be responsible for maintenance of the grounds and the structural elements of the Building, unmodified by Lessee.

5. UTILITIES AND TAXES.

5.1 Lessee's Responsibilities.

Lessee shall be responsible for and will pay for all utilities and services furnished to the Premises, including gas, electricity, telephone, water, trash collection, and all related connection charges.

5.2 Property/Possessory Interest Taxes. All property and/or possessory interest taxes and assessments against the Premises, by any governmental entity shall be the responsibility of Lessee and shall be paid by the Lessee before they become delinquent.

6. LESSEE'S ALTERATIONS.

6.1 Alterations Permitted.

Lessee, may make such alterations, additions or improvements to the interior of the building on the Premises as Lessee deems necessary in order to conduct Lessee's business on the Premises, including the addition, rerouting or expansion of electrical circuits, telephone and data lines. Lessee may install such signs, awnings, canopies, marquee's or other advertising of Lessee's or any subtenant's services on any exterior wall, door or window on the building, provided that such changes must not weaken or cause structural damage to the building or reduce the value of the Premises or result in a lien upon the Premises. All signs, awnings, canopies, or marquee's displayed on any exterior wall, door or window on the building shall comply with City Codes. Lessor will be notified in writing before any alterations, additions or improvements are undertaken by Lessee. All such alterations, additions or improvements will be at Lessee's sole expense.

6.2 Permits.

Lessee will obtain all governmental permits required for such changes, and such changes must comply with all applicable laws and regulations.

6.3 Lessor's Inspection.

Lessor may, at Lessor's own expense, inspect any of Lessee's work carried out under the terms of this paragraph 6, and may consult with any contractor, subcontractor or architect, as to any aspect of such work.

6.4 Ownership and Removal.

All alterations, additions, improvements, signs, awnings, canopies, marquee's or other advertising provided by Lessee or and subtenant and not removed by Lessee within 30 days of the expiration or other termination of the lease will become the property of Lessor, unless Lessor instructs Lessee in writing to remove the same at Lessee's sole expense. Lessee will promptly repair any damage to the Premises caused by any such removal, at no cost to Lessor.

7. INSURANCE.

7.1 Lessee's Insurance

Lessee, at its own expense, shall procure and maintain, throughout the term of this Lease, public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

- \$2,000,000 for personal injury or each person
- \$2,000,000 for personal injury or death of two or more persons in each accident or event.

The policy must contain, or be endorsed to contain the following:

City of Porterville

The City of Porterville, its officers, employees, agents and subtenants must be covered as additional insured as respects liability arising out of activities performed by or on behalf of Lessee; and premises owned, occupied or used by Lessee. The coverage must contain no special limitations on the scope of protection afforded to Lessor, its officers, employees, or agents.

Lessee shall also procure and maintain, at its expense, throughout the term of this Lease, insurance against loss or damage to any structures constituting any part of the demised Premises, by fire and lighting, with extended coverage insurance.

Lessee will provide Lessor with a certificate or certificates of coverage showing the policy or policies are issued by insurers admitted to conduct business in the State of California.

The policy must not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days prior written notice has been given to Lessor.

7.2 Proof of Insurance

Throughout Lessee's occupancy of the Premises Lessor will provide Lessee with a certificate or certificates acceptable to Lessee showing compliance with the provisions required above, and on written request of Lessee, will provide Lessee with a true and complete copy of any policy or policies required above.

8. DESTRUCTION OF PREMISES

8.1 Repair.

If the Premises are damaged or destroyed from any cause due to no fault and beyond the control of Lessee before the end of the initial term, Lessor will proceed with due diligence to repair or reconstruct the Premises to a condition substantially equivalent to their condition immediately before the damage or destruction. If such damage or destruction occurs during the last year of the term, Lessor will not be obligated to repair or reconstruct the Premises

8.2 Rent Adjustment.

In the event of damage per Section 8.1 above, Lessor will, for any period of time during which Lessee was unable to use the Premises, provide a pro-rata rent reduction based on square footage or other appropriate criteria during the period of non-use.

9. INDEMNITY.

9.1 Lessee's Indemnity.

To the fullest extent permitted by law, Lessee will hold harmless, defend and indemnify Lessor from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from Lessee's occupation of the Premises or use of the Property, or Lessee's acts or omissions with respect to the Premises or Property. Lessee's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

10. CONDEMNATION.

10.1 Lessee's Right to Terminate.

In the event of a total or partial taking of the Premises by an entity other than Lessee, exercising the right of eminent domain, which taking renders the majority of the Premises useless for the uses permitted under

this Lease, Lessee will have the option of terminating this Lease.

10.2 Reduction of Rent.

If only a portion of the Premises is taken, and Lessee does not terminate this Lease as provided in paragraph 10.1, above, Lessor will reduce the rent thereafter payable by a pro-rata reduction based on square footage or other appropriate criteria.

11. TERMINATION FOR CAUSE.

11.1 Cause.

Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

- (a) is adjudged a bankrupt, or
- (b) becomes insolvent or has a receiver appointed, or
- (c) makes a general assignment for the benefit of creditors, or
- (d) suffers any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breaches this Agreement.

11.2 Notices to Defaulting Party.

For any of the above occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 5 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 5-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within the 5-day period, the defaulting party may deliver a written proposal to the non-defaulting party within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

11.3 Delivery of Notices.

Notices given under paragraph 11.2 will be deemed delivered as provided in paragraph 12.17 below.

11.4 Obligations Surviving Termination.

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

11.5 Unlawful Detainer.

The notices provided for in paragraph 11.2 are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure section 1161 et seq.

12. MISCELLANEOUS.

12.1 Quiet Enjoyment.

Upon the payment of the rent and Reimbursables and the performance of all the terms, covenants and conditions by Lessee to be performed as herein provided, Lessee will be allowed to peaceably and quietly hold and enjoy the Premises during the term of this lease, or any extended term thereof.

12.2 Surrender.

Lessee will peaceably surrender possession of the Premises upon the expiration or other termination of this lease, and will return the Premises to Lessor in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty not the fault of Lessee.

12.3 Amendment.

This Agreement may be modified, amended or terminated at any time by mutual consent in writing of the parties hereto.

12.4 Entire Agreement Represented.

This Agreement represents the entire understanding between Lessor and Lessee as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified, waived or repealed without the written consent of both parties.

12.5. Headings.

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

12.6 Interpretation.

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

12.7 No Third Party Beneficiaries.

Unless specifically set forth, the parties to this Agreement do not intend to provide any third party' with any benefit or enforceable legal or equitable right or remedy.

12.8 Governing Law.

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Lease is entered into and to be performed in Tulare County California. To the extent permitted by law, the parties waive the removal provisions of California code of Civil Procedure Section 394.

12.9 Waivers.

The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

12.10 Exhibits and Recitals.

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

12.11 Conflict with Laws or Regulations; Severability.

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

12.12 Further Assurances.

Each party will execute any additional documents and will perform any further acts which may be reasonably required to effect the purposes of this Agreement. Lessee will, on request by Lessor, execute appropriate estoppel certificates and attornments in favor of any trust deed holders or encumbrances.

12.13 Assurances of Non-discrimination.

Lessor will not discriminate in employment or the performance of the Work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, ancestry, or on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

12.14 Lessor's Right to Enter to Inspect and Post.

Lessee will permit Lessor and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by Lessee, or for the purpose of inspecting the Premises, and, within six (6) months prior to the expiration of the term of this Lease, will permit Lessor to enter for the purpose of placing ordinary for sale or for lease signs.

12.15 Brokers.

All negotiations relative to this Agreement have been carried out directly by representatives of Lessor and Lessee without the participation of brokers and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

12.16 Encumbrance of Premises.

Lessor may encumber the Premises so long as Lessee's quiet enjoyment of the Premises is not disturbed thereby.

12.17 Notices.

All notices required to be given under this Agreement must be delivered to the addresses set forth below, unless otherwise instructed in writing, and will be deemed delivered on the following dates:

12.17.1 Notice to Lessor.

When delivered to Lessor in person, or when mailed by certified mail, postage prepaid, to City of Porterville at 291 North Main Street, Porterville, California 93257.

12.17.2 Notice to Lessee.

When delivered to Lessee in person, or when mailed by certified mail, postage prepaid, Porterville Transit at 291 North Main Street, Porterville, California 93257.

12.19 Successors and Assigns.

This Agreement is binding on and will inure to the benefit of the successors and assigns of the parties, but nothing in this section shall be construed as consent by Lessor to any sublease or assignment by Lessee if

such consent is otherwise required by the terms of this Agreement.

12.20 Duplicate Originals.

This Agreement will be executed in duplicate originals.

12.21 Time of the Essence.

Time is of the essence of this Agreement.

12.22 Attorneys Fees. If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the right and duties of either in relation to the Premises or to this lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORTERVILLE

Date: _____

By: _____
Martha A. Flores, Mayor
LESSOR

ATTEST:

By: _____
John D. Lollis, City Manager

Approved as to form:

By: _____
Julia Lew, City Attorney

Date: _____

Lessee

Date: _____

By: _____
LESSEE



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Extension of Canyon Springs Tentative Subdivision Map pursuant to AB 2973

SOURCE: Community Development

COMMENT: On September 6, 2005, the City Council of the City of Porterville adopted a Mitigated Negative Declaration of environmental impact for the Canyon Springs Tentative Subdivision map, and subsequently adopted a Tentative Subdivision Map for the Canyon Springs Subdivision. Shortly thereafter, the housing market crashed, leading to a number of legislative actions to automatically extend the life of existing tentative subdivision maps. The Canyon Springs Subdivision has been extended through Senate Bill 1185 and Assembly Bills 333, 208, 116, and 1303. As a result of those bills, the map life has continued through February 12, 2019. In early February, 2019, the applicant's agent requested an extension of the tentative map through the terms of Assembly Bill 2973, which, like its predecessors, allows a governing body to extend the life of the map for up to 24 months. In accordance with Government Code Section 66452.6(e), submittal of this request automatically extends the life of the map for sixty (60) days, or until such time that the extension is approved, conditionally approved, or denied. Staff recommends accommodating the applicant's request to extend this map as a result of AB 2973.

RECOMMENDATION: That the City Council adopt the draft Resolution approving a 24-month extension of time for the Canyon Springs Tentative Subdivision Map

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 24 MONTH
EXTENSION OF TIME FOR CANYON SPRINGS SUBDIVISION MAP GENERALLY
LOCATED ON THE NORTHEAST CORNER OF MORTON AVENUE AND HILLCREST
STREET

WHEREAS: On September 6, 2005, the City Council of the City of Porterville adopted a Mitigated Negative Declaration of environmental impact for the Canyon Springs Tentative Subdivision map, and subsequently adopted a Tentative Subdivision Map for the Canyon Springs Subdivision;

WHEREAS: Due to legislative extensions granted to the Canyon Springs Subdivision through Senate Bill 1185 and Assembly Bills 333, 208, 116, and 1303, the map life was continued through February 12, 2019. In February, 2019, the applicant's agent requested an extension of the tentative map. In accordance with Government Code Section 66452.6(e), submittal of this request automatically extends the life of the map for sixty days, or until such time that the extension is approved, conditionally approved, or denied;

WHEREAS: The Porterville City Council at its regularly scheduled meeting of April 2, 2019, considered the applicability of Assembly Bill 2973, which provided a legislative extension of up to 24 months for certain subdivision maps, and determined that the regulation could apply to the Canyon Springs Subdivision Map; and

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

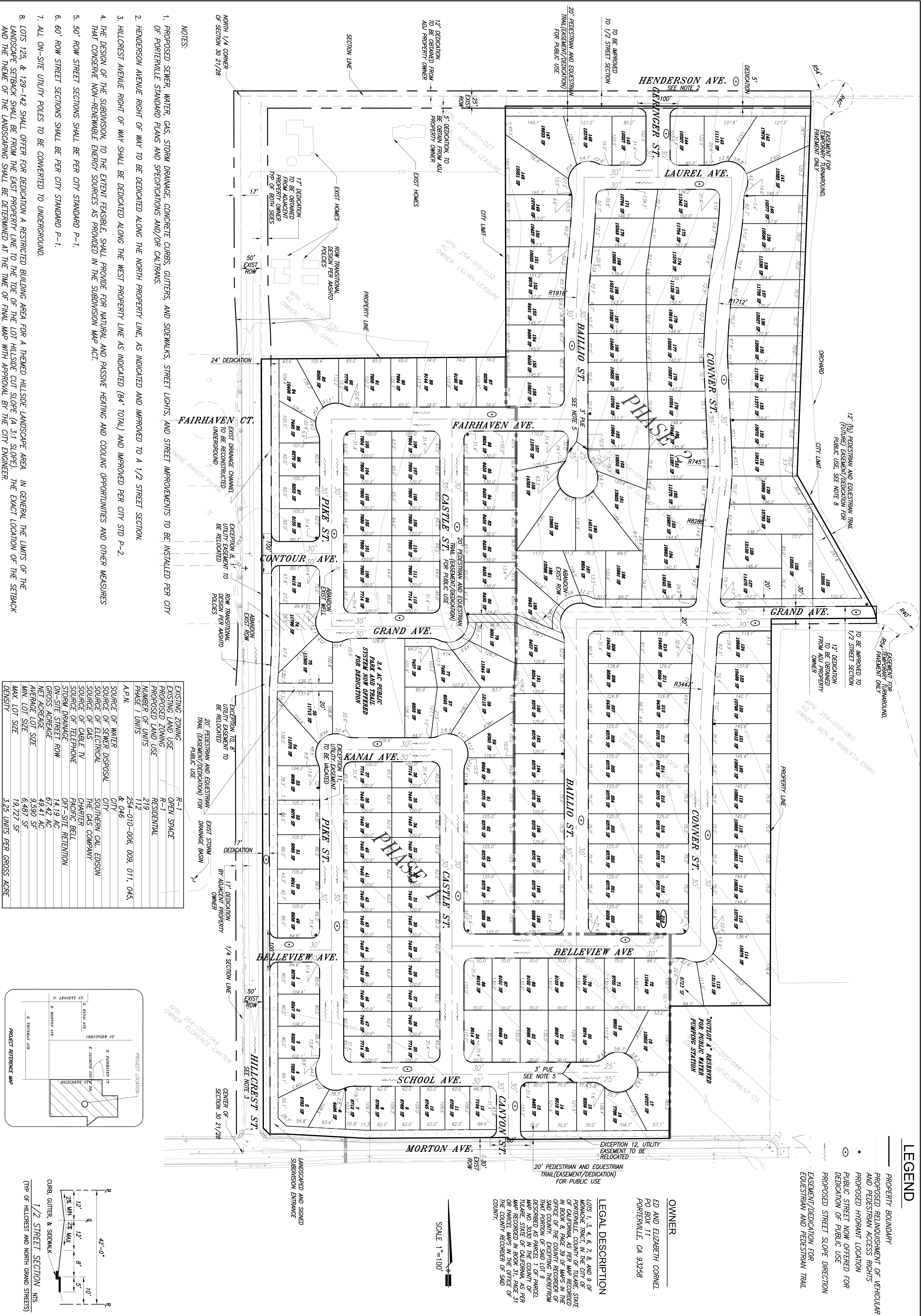
NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve a 24 month extension of time for Canyon Springs Subdivision Map ("Exhibit A") pursuant to AB 2973, and that the conditions specified in City Council Resolutions 133-2005 and 134-2005 shall remain in full force and effect except where the updated General Plan and Development Code would result in changes. Said extension of time shall commence April 2, 2019, and shall expire on April 2, 2021.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2019.

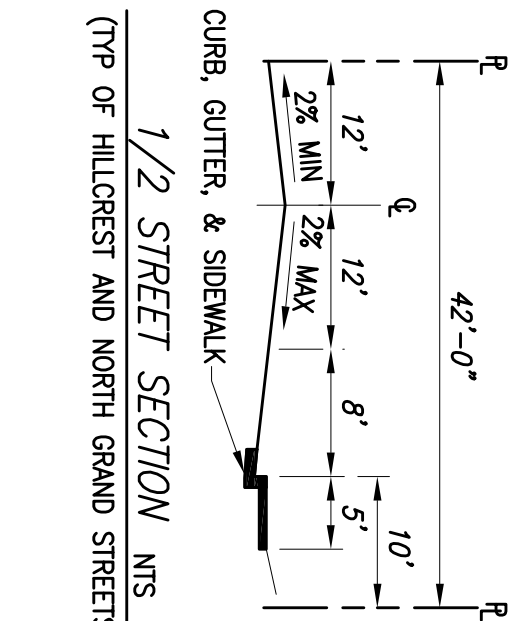
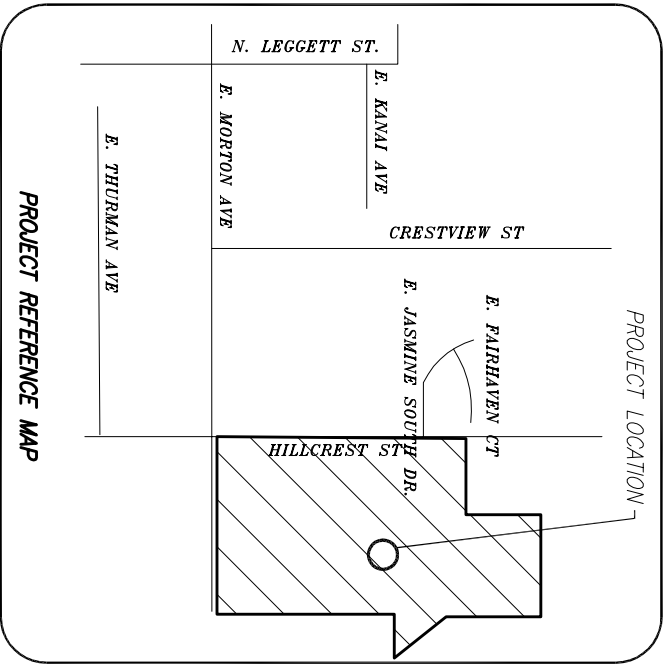
By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



EXISTING ZONING	R-1
EXISTING LAND USE	OPEN SPACE
PROPOSED ZONING	R-1
PROPOSED LAND USE	RESIDENTIAL
NUMBER OF UNITS	219
PHASE 1 UNITS	112
A.P.N.	254-010-006, 009, 011, 045, & 046
SOURCE OF WATER	CITY
SOURCE OF SEWER DISPOSAL	CITY
SOURCE OF ELECTRICAL	SOUTHERN CAL. EDISON
SOURCE OF GAS	THE GAS COMPANY
SOURCE OF CABLE TV	CHARTER
SOURCE OF TELEPHONE	PACIFIC BELL
STORM DRAINAGE	ON-SITE RETENTION
ON-SITE STREET ROW	14.19 AC
GROSS ACREAGE	67.42 AC
NET ACREAGE	49.41 AC
AVERAGE LOT SIZE	9,590 SF
MIN. LOT SIZE	6,487 SF
MAX. LOT SIZE	19,727 SF
DENSITY	3.25 UNITS PER GROSS ACRE





CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Intent to Set a Public Hearing Moving to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: The City of Porterville's Water Conservation Plan is structured in an effort to provide conservation results, reducing the overall residential consumption and continue to provide uninterrupted services to the community without compromising the operation of the City water distribution system. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan. As part of the Phase IV implementation, the City reduced watering days through the winter months, to a one (1) day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday or Friday.

Conservation reduction guidelines presented in past Executive Orders and subsequent regulations adopted by the State Water Resources Control Board encourage conservation as a way of life. Taking into consideration the State Waterboards Self-Certification criteria for the City of Porterville, the City Council approved maintaining the current imposed conservation standard of 26% less than the production of 2013. The continuation of the current conservation goal keeps a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three (3) years of supply under drought conditions, meet the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

In response, the City of Porterville has developed a Conservation Plan that has been effective while still allowing some flexibility throughout the community. The City's Conservation Plan is an Odd/Even watering schedule composed of Five (5) Phases; Phase I, is Voluntary 3-Day Watering week Schedule; Phase II, is Mandatory 3-Day Watering week Schedule; Phase III, is Mandatory 2-Day Watering week Schedule; Phase IV, is Mandatory 1-Day Watering week Schedule; and Phase V, is a No Outdoor Watering schedule.

Through the implementation of mandatory conservation, the City of Porterville has been able to maintain a cumulative conservation total reduction of 26% Gallons Per Capita Per Day (June 2015 through February 2019). In order to maintain conservation reductions, while providing flexibility to our citizens, it is staff's recommendation that we evaluate seasonal changes in temperature and

the need to transition from Phase IV to Phase III of the City's Water Conservation Plan. Staff recommends Council consider setting a Public Hearing for April 16, 2019, to determine the transition to Phase III of the City's Water Conservation Plan (Phase III is a Mandatory odd/even 2-day watering week schedule). Odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. The City's Water Conservation Plan applies to all water users within the City's service area.

RECOMMENDATION: That City Council direct the City Clerk to notice a Public Hearing to discuss the transition from Phase IV to Phase III of the Water Conservation Plan during the April 16, 2019 meeting.

ATTACHMENTS: 1. Drought Response Phase IV Flyer
 2. Drought Response Phase III Flyer

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed ONE day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase IV water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE PHASE IV

The City of Porterville has adopted Phase IV of its Drought Response Plan. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	---	---	---	---	ODD	EVEN

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

**WATERING PROHIBITED
BETWEEN THE HOURS OF
5:00 – 10:00 AM
5:00 – 10:00 PM**

**NO WATERING
MONDAY THROUGH
FRIDAY.**



DROUGHT RESPONSE Phase III

Mandatory Odd/Even Watering Schedule, based on address.
Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.

Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.

No watering outdoor landscapes during and within **48** hours after measurable rainfall.

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.

The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

Non-compliance with Phase III water conservation regulations could result in citations with fines up to **\$500**.

DROUGHT RESPONSE PHASE III

The City of Porterville has adopted Phase III of its Drought Response Plan. As part of the Phase III plan, the City has restricted watering days to two days per week, based on address.

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
DO NOT WATER	OK TO WATER	OK TO WATER	DO NOT WATER	DO NOT WATER	OK TO WATER	OK TO WATER
---	ODD	EVEN	---	---	ODD	EVEN

Odd Address
 Even Address

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering days are Tuesday and Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering days are Wednesday and Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$500 Fine

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**Ornamental water
features are prohibited
unless the fountain uses
a recycling system**

**WATERING PROHIBITED
BETWEEN THE HOURS OF
5:00 – 10:00 AM
5:00 – 10:00 PM**

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Community Chalk Art at the Iris Festival

SOURCE: Community Development

COMMENT: In 2018, the Arts Commission held the 1st Chalk Art Contest on April 28, 2018 at the Iris Festival. At the February 13, 2019 meeting, the Arts Commission showed support of having a second event. However, the Arts Commission did not have a quorum at the March 27th meeting. Because the chalk art area was a unique community activity, staff is recommending that a second Chalk Art event (minus the competition aspect) take place during the Iris Festival in partnership with the Chamber of Commerce on Saturday, April 27, 2019.

This event would be open to all levels of art experience to help create an awareness for art in our community. Each participant may create art with chalk pastels on 18 x 24 charcoal paper. As it is a community event, the guidelines and waiver are attached for the City Council's review.

The Porterville Chamber of Commerce has agreed to again partner with the Arts Commission on the project and provide two (2) booth spaces, free of charge, should the project be approved. The estimated cost of the project is \$325.00 for supplies.

RECOMMENDATION: That the City Council:

1. Direct the Arts Commission to proceed with the second chalk art event; and
2. Appropriate the amount of \$325.00 to the Arts Commission for the chalk art event from the 2018-2019 Community Promotions operating budget.

ATTACHMENTS: 1. Guidelines/Registration Form

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Name: _____
Address: _____
Phone Number: _____ Email: _____
DOB: _____ / _____ / _____ Gender: ☐ Male ☐ Female

CHALK ART EVENT PARTICIPATION GUIDELINES

Registration is FREE. Spaces are limited. Artists may begin creating their work at 9:00 a.m. No one will be able to participate without a signed Registration Form. Parents of minors (under 18 years of age) must sign for them. Minors must be accompanied by parent/guardian.

The Arts Commission reserves the right to revoke/refuse space at any time, without recourse by the participant. The Arts Commission shall not be liable to anyone for this action.

Participants are provided with a set of non-toxic pastels (chalk) and 18x24 paper at check-in. Participants must turn in chalk at the end of the event.

Participants are responsible for the security of their own belongings. The Arts Commission accepts no responsibility for stolen or damaged property, accidents, or injury.

Assignment of space with 18x24 paper taped to the street will be assigned at the discretion of the Arts Commission. Participants must remain “within the lines” of their assigned space and not damage surrounding paintings. No chalking directly on the street or sidewalk.

The Arts Commission reserves the right to deem and remove a painting inappropriate for a family-themed event. Art must be family-friendly.

Commercial advertising messages, business logos, alcohol/tobacco themes, nudity, vulgar/explicit language or expressed will not be allowed.

Digital photos may be taken and used for publicity purposes. Artists agree to permit their artwork to be displayed on the City of Porterville Website and social media pages.

For more information, please call Community Development at (559) 782-7460.

In consideration of the City of Porterville accepting me as a participant in this program, I understand and agree to the following:

A. Agreement/General Provisions

I understand and grant the City of Porterville, its successors, assigns, and licensees, the perpetual right to photograph, film, use and reproduce, as the City desires, photographs and videotapes taken of me and/or my children during any activity of this program. I understand that I will not receive any compensation for my participation, or my children's participation, in the photographs and/or videotapes; and the City of Porterville shall own all rights, title and interest to the photographs and/or videotapes, including the portions that contain the images and voices of me and/or my children.

B. Waiver, Hold Harmless and Indemnity

I fully understand and agree to assume all risks of injury associated as a participant in this program for the City of Porterville. I understand that the City of Porterville is not responsible for any losses, medical or otherwise, incurred or arising out of participation in this program. I hereby waive any and all claims against the City of Porterville, its elected officials, employees, appointed committee and commission members, and/or agents for bodily injury or death arising out of, or in any manner connected with, participation in this program. I will defend, indemnify, keep and hold harmless the City of Porterville, its elected officials, employees, appointed committee and commission members, and/or agents from all damages, judgments, expenses (including reasonable attorney fees) suffered because of the injury or the death of any person or persons, or because of damage to property that may arise out of, or as a consequence of my or my family's participation, in this program. I understand that the City of Porterville reserves the right to paint over any hydrant at any time it deems necessary, within its sole discretion.

C. Rules

I have read, understand, and agree to follow the Participation Guidelines. I understand that if I do not follow the rules, my application may be rejected, or any submission may be ineligible.

(Signature of Participant)

(Signature of Parent/Guardian for Minors)

*I am representing that I have authority to sign this release.

For more information, please call Community Development at (559) 782-7460.

CHALK ART EVENT REGISTRATION



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Assignment of Airport Lease - Lot 32B

SOURCE: Finance

COMMENT: Mr. Donald Deaton, the current leaseholder of Lot 32B, has sold his hangar to Mr. Ray Boriack. The new owner is requesting Council authorization to assume the existing lease between the City of Porterville and Mr. Donald Deaton effective April 2, 2019, and expiring April 30, 2025.

RECOMMENDATION: That the City Council approve the Assignment of the Airport Lease for Lot 32B between the City of Porterville and Mr. Donald Deaton to Mr. Ray Boriack; and authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:

1. Locator Map
2. Assignment of Lease
3. Lessor's Consent to Assignment of Lease
4. Letter of Request from Mr. Boriack
5. Letter of Request from Mr. Deaton

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40 41 42 43
36 37 38 39

45

46A 46B 46C 46D

35

A B C 34 D E F

33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3

SUBJECT
LOCATION

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 2nd day of April, 2019, by and between Donald Deaton, 2139 W Clare Ave, Porterville, CA, owner of a hangar on Lot 32B at the Porterville Municipal Airport, as the Assignor, and Ray Boriack, 100 S Westwood St, Space# 94, Porterville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective April 2, 2019, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated May 1, 2015 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Donald Deaton, as the original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport hangar Lot No. 32B, containing a total area of approximately 2,100 square feet, and establishing a Lease terminating on April 30, 2025.

2. Effective April 2, 2019, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:

BY: Donald Deaton
Donald Deaton

ASSIGNEE:

BY: Ray Boriack
Ray Boriack

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 32B**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 32B, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 2nd day of April, 2019.

CITY OF PORTERVILLE

BY: _____
Martha A. Flores
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

MARCH 21ST 2019

TO WHOM IT MAY CONCERN -

I, RAY BORLACK, WISH TO
ASSUME THE LEASE OF LOT
32B AT THE MUNICIPAL
AIRPORT FROM DON DEATON,
BEGINNING ~~IMMEDIATELY~~
IMMEDIATELY. THE
LEASE IS PAID IN FULL UNTILL
1/1/2020. I WILL BEGIN PAYING
ANNUALLY AFTER THAT DATE

Ray Borlack

RAY BORLACK

3/21/2019
to whom it may concern —

I, DON DEATON, wish to
TRANSFER MY LEASE ON
SPACE 32B AT THE PORTERVILLE
MUNICIPAL AIRPORT, ~~TO~~ TO
RAY BORIACK BEGINNING
IMMEDIATELY. THE CURRENT
LEASE, PAID UNTILL 1/1/2020 will
NOT REQUIRE A REFUND TO
MYSELF AS PER PRIVATE
AGREEMENT WITH FUTURE
LESSEE.

Donald Deaton,
DON DEATON



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Renewal of Airport Lease Agreement - Lot 34A

SOURCE: Finance

COMMENT: Mr. Sam Lessley is the current leaseholder of Lot 34A at the Porterville Municipal Airport. The lease expires on May 31, 2019, however, the lease terms allow for an option to extend the lease for an additional five-year period. We have received a request from Mr. Lessley to exercise his option to extend his lease for an additional five (5) years, expiring on May 31, 2024.

RECOMMENDATION: That the City Council approve the extension of the Lease Agreement between the City of Porterville and Mr. Sam Lessley for Lot 34A at the Porterville Municipal Airport.

ATTACHMENTS:

1. Locator Map
2. Paragraph 2 of original Lease Agreement
3. Letter from Mr. Lessley requesting renewal

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

A	B	C	34	D	E	F
---	---	---	----	---	---	---

33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3

47

50

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of June, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Sam Lessley, hereinafter referred to as "Lessee."

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

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34A at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2019, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful

Sam Lessley
559-310-0566

March 22, 2019

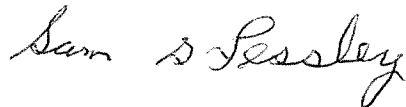
City of Porterville
C/O Janie Rodriguez
291 N. Main St.
Porterville, Ca. 93257

Re: Airport Lease, Lot 34A

To Whom it May Concern:

I would like to extend my Lease Agreement for Lot 34A at
Porterville Municipal Airport for an additional five years.

Sincerely,

A handwritten signature in cursive script that reads "Sam Lessley".

Sam Lessley
828 W. Grand Ave.
Porterville, Ca 93257



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval for Community Civic Event - Porterville Pregnancy Center - Porterville Pregnancy Center's 5K Fundraiser - April 13, 2019

SOURCE: Finance

COMMENT: The Porterville Pregnancy Center is requesting approval to hold a 5K run, as their fundraiser, at the Porterville Sports Complex on Saturday, April 13, 2019, from 7:00 a.m. to 12:00 p.m. No street closures are requested. The route is confined to the perimeter of the Sports Complex.

This request is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all the City Departments involved. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Pregnancy Center, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

4/2/19

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 01,25th,19 Event date: 04,13,2019
3/25/19 Event time: 9:00 am - 11:00 am
Name of Event: Porterville Pregnancy Center's 5K Fundraiser

Sponsoring organization: Porterville Pregnancy Center Phone # 559-782-1225
Address: 303 W. Henderson Ave Porterville CA, 93257

Authorized representative: _____ Phone # _____
Address: _____

Event chairperson: Darius Thomas Phone # 559-359-7338
PortervillePRC@ocsnet.net

Location of event Porterville Sports Complex
(Location map must be attached)

Type of event: Fundraiser 5K Race.

Non-profit organization status: 501C3 TAXED 77-0192795
(IRS Determination) BUS LIC #3582

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 0 Street sweeping Yes _____ No X
Police protection Yes _____ No X Refuse pickup Yes _____ No X
Other: we will haul out our own trash
sealed water bottles.

Parks facility application required: Yes X No _____ Attached X
→ Assembly permit required: Yes _____ No _____ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)**

DT Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. **Claims-made policies are not acceptable.**

DT Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

DT Authorized Representative Initials

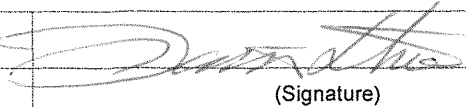
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

DT Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

DT Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Pregnancy Center		01, 25, 2019
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Pregnancy Center SK Fundraiser

Sponsoring organization: Porterville Pregnancy Center

Location: Porterville Sports Complex Event date: 04/13/2019 Event time: 9-11am

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE WEEK PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16):** *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.*

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

N/A Name of event: Porterville Pregnancy Center 5K/10K Fundraiser

Sponsoring organization: Porterville Pregnancy Resource Center

Event date: April 13th Hours: 5

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
INSIDE PERIMETER OF SPORTS COMPLEX.			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	

Requirements for Community Civic Event
Porterville Pregnancy Center
5K Fundraiser
April 13, 2019

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Field Services Manager: No comments.
M. Knight

Fire Marshall: No comments.
M. Sandoval

Parks and Leisure Services Director: Vehicles to remain off the grass.
D. Moore Unloading/loading permitted. Route
should be confirmed prior to day of
with Leisure Services to avoid area
conflicts.

Police Lieutenant:
J. Maniss

Administrative Services Director: See Exhibit A, page 2. All
P. Hildreth participants are required to sign a
waiver releasing the City from any
and all liability arising out of their
participation.

Requirements for Community Civic Event

Sponsor: Porterville Pregnancy Center
Event: 5K Fundraiser
Event Chairman: Darius Thomas
Location: Sports Complex
Date of Event: April 13, 2019
Time of Event: 9:00 a.m. to 11:00 a.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Pregnancy Center provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Special Event

Porterville Pregnancy Center's 5k Fund Raiser

Porterville Sports Complex

April 13, 2019 from 9:00am-11:30am

- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ Event organizers should contact the Police Department Watch Commander well in advance of the event to make any special requests not listed above. Watch Commander Lieutenants Brian Nix, Mark Azevedo and/or Richard Standridge can be reached at (559) 782-7410.

Josh Maniss, Lieutenant
Porterville Police Department

Exhibit B



Perimeter ?

1.53 mi ▾



Area

1,978,485 ft² ▾



CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Darios Thomas, 1811 W, San Luis Ave
Porterville CA, 93257
- 2 Address where amplification equipment is to be used: 2701 W Scranton Ave, Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DARIOS
- 4 Type of event for which amplification equipment will be used: Fundraiser SK Race
- 5 Dates and hours of operation of amplification equipment: 04, 13, 2019 - 7am - 11am
- 6 A general description of the sound amplifying equipment to be used: Microphone, hand held, loud
Speaker / Speakers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

[Signature]
Signature of Applicant

01, 25, 2019
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

[Signature] # 4101
City of Porterville, Chief of Police/Designee

3-25-19
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2019

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:														
INSURED Porterville Pregnancy Center DBA: PPRC 303 W Henderson Ave Porterville, CA 93257 A Member of the Sports, Leisure & Entertainment RPG	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W01403204

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6BRPG000006420700	04/13/2019 12:01 AM EDT	04/14/2019 12:01 AM	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr><tr><td>PROFESSIONAL LIABILITY</td><td></td></tr><tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY		LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)									
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE													
EACH OCCURRENCE																							
AGGREGATE																							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table><tr><td>☐ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	☐ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
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E.L. EACH ACCIDENT																							
E.L. DISEASE - EA EMPLOYEE																							
E.L. DISEASE - POLICY LIMIT																							
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000006420700	04/13/2019 12:01 AM EDT	04/14/2019 12:01 AM	<table><tr><td>PRIMARY MEDICAL</td><td></td></tr><tr><td>EXCESS MEDICAL</td><td>\$25,000</td></tr></table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$25,000												
PRIMARY MEDICAL																							
EXCESS MEDICAL	\$25,000																						

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: PPRC 5K 10K RUN/WALK Type of Event: Walk and Run Distance:5K

Event Date (including ancillary events and set-up/tear-down): 4/13/2019 to 4/13/2019 Number of Participants: 60 Event Location: Porterville Sports Complex , 2701 W Scranton, Porterville

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDERCity of Porterville successor Agency to the Porterville
Redevelopment Agency
291 N Main St.
Porterville, CA 93257
(Owner/Lessor of Premises)**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N Main St. Porterville, CA 93257 RE: Porterville Pregnancy Center DBA: PPRC CP#465
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval for Community Civic Event - Greater Porterville Council of Senior Citizens and Rollin Relics Car Club - Rollin Relics Car Show - May 11, 2019

SOURCE: Finance

COMMENT: The Greater Porterville Council of Senior Citizens and the Rollin' Relics Car Club are requesting approval to hold a car show on Saturday, May 11, 2019, from 8:00 a.m. to 3:00 p.m., at Veterans Park. The Rollin' Relics Car Club is asking for the ability to park cars and set up vendor booths on the grassy area along Newcomb Street and Henderson Avenue within the Park.

This request is made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all the City Departments involved. The requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Greater Porterville Senior Council and the Rollin' Relics Car Club, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Outside Amplifier Permit, Map and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

4/2/19

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? Yes E-mail address? Website?

Application date: 3-15-19 Event date: May 11, 2019
Event time: 8:00 - 3:00 pm

Name of Event: Rollin Relics Car Show

Sponsoring organization: Rollin Relics Car Club + Greater Porterville Council of Sr Citizens Phone # 310-0861

Address: 555 Brandy Way Porterville CA

Authorized representative: Don Brader Phone # 310-0861

Address: Same as above

Event chairperson: Same as above Phone #

Location of event Veterans Park - Porterville

(Location map must be attached)

Type of event: Car Show

* Non-profit organization status: Greater Porterville Sr Council Citizens
(IRS Determination) BL# 005040

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): No Street sweeping Yes No ✓

Police protection Yes No ✓ Refuse pickup Yes ✓ No

Other:

Parks facility application required: Yes ✓ No Attached pd

Assembly permit required: Yes No ✓ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City.** The City of Porterville **and** Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

 Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

 Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

 Authorized Representative Initials

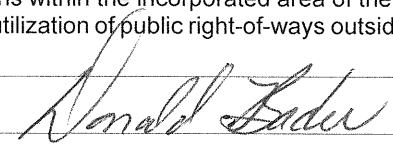
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

 Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Rollin Relics Car Club		3-15-19
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Veterans Park - Porterville Event date: 5-11-19 Event time: 8-3pm

[illegible]

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

* Sponsoring organization: Greater Portland Council of ~~Porter~~ Senior Citizens +
Pollin Relics Club

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

Requirements for Community Civic Event
Greater Porterville Council of Senior Citizens and
Rollin' Relics Car Club
Rollin' Relics Car Show
May 11, 2019

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager: No comments.
J. Phillips

Field Services Manager: Please coordinate scheduling for requested
M. Knight services of refuse pick up with Wyndi Ferguson
at 559-782-7518.

Fire Marshal: No comment and approved.
M. Sandoval

Parks and Leisure Services Director: Any vehicle not in the show shall not park
D. Moore on the grass during the event.

Police Captain: Please see conditions and requirements
J. Manis in Exhibit B.

Administrative Services Director: Please see Exhibit A, page 2.
P. Hildreth

Requirements for Community Civic Event

Sponsor: Greater Porterville Council of Senior Citizens and
Rollin' Relics Car Club
Event: Rollin' Relics Car Show
Event Chairman: Don Bader
Location: Veterans' Park
Date of Event: May 11, 2019

RISK MANAGEMENT: Conditions of Approval

That the Rollin' Relics Car Club provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- A. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Rolling Relics Car Show, 2019

Staff Comments: Conditions/Requirements by Police Department

- All street closures require City Council approval well in advance of the event.
- No procession has been mentioned, but participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede vehicular or pedestrian traffic or generally interfere with the normal flow of traffic.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.
- Event organizers shall contact Porterville Police Sergeant Carl Jordan well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Sergeant Jordan can be contacted at 559-782-7400.

Josh Maniss/ Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Don Bader
555 Brandy Way Porterville 93257
- 2 Address where amplification equipment is to be used: Veterans Park - Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Same as above
- 4 Type of event for which amplification equipment will be used: Car Show
- 5 Dates and hours of operation of amplification equipment: May 11, 2019 9 - 2:30 PM
- 6 A general description of the sound amplifying equipment to be used: Mike and Speakers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Donald Bader
Signature of Applicant

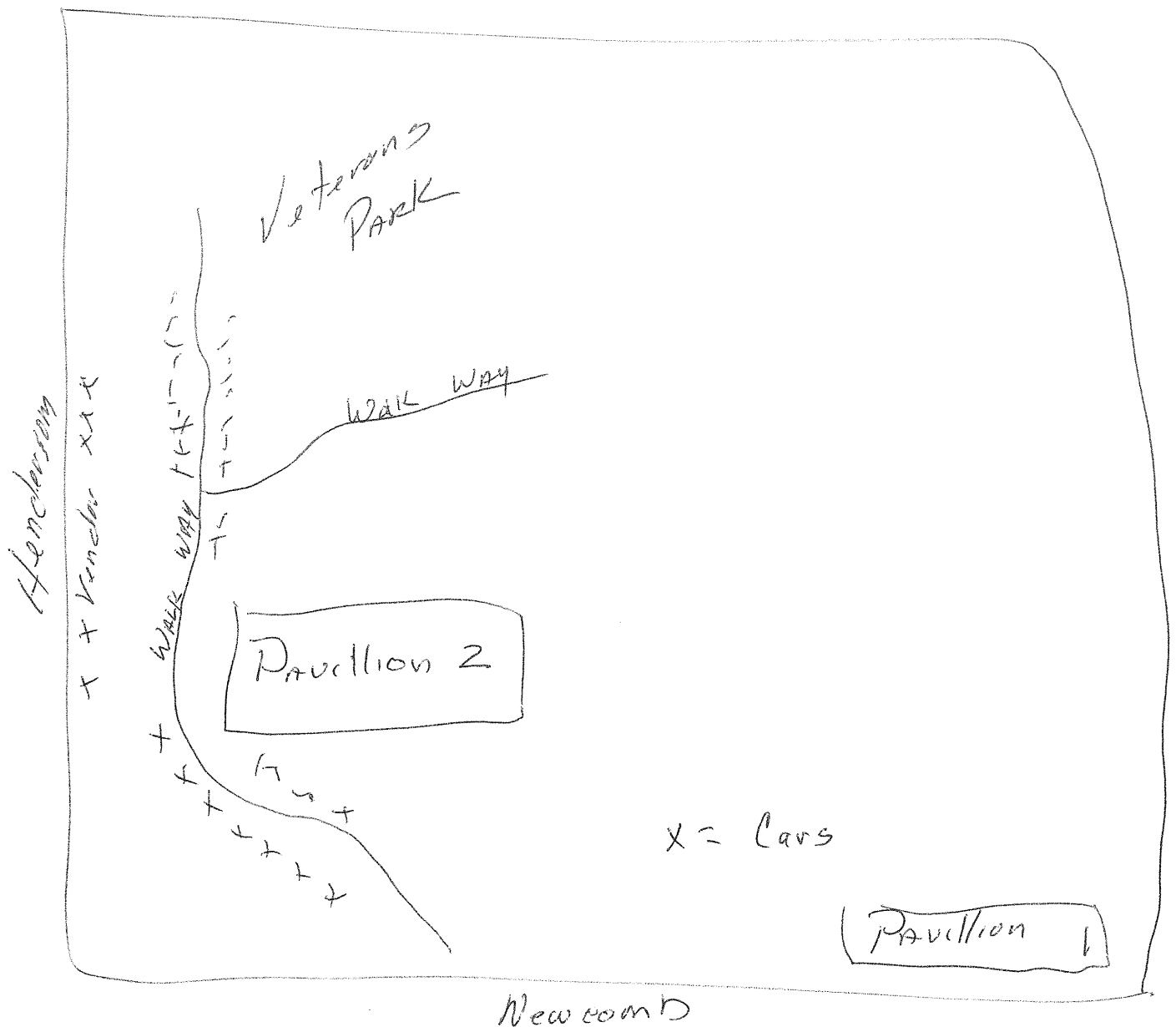
3/15/19
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

S. Manion # L121
City of Porterville, Chief of Police/Designee

3-27-19
Date

Rollin Relics Car Show 5/11/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2019

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

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

PRODUCER Hagerty Insurance Agency LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Rollin' Relics Car Club 555 Brandy Way Porterville CA 93257	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
(559) 781-2612	NAIC # 38970

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3853 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CVG1867-02	03/13/2019	03/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Rollin' Relics Car Club Car Show to be held at Veterans Park on 5/11/2019.

CERTIFICATE HOLDER City of Porterville 291 N. Main Street Porterville CA 93257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

All States or Political Subdivisions-Issuing such permits to the Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival - April 27, 2019

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its 21st Annual Iris Festival on Saturday, April 27, 2019, from 9:00 a.m. to 4:00 p.m. This year's festival will include a chili-cook-off, kid zone and merchant sidewalk sales, along with the usual entertainment, food and craft booths. The following request for street closures and public property usage are requested from 3:00 a.m. to 7:00 p.m.

STREETS:

Main Street from Morton Avenue to Olive Avenue; Garden Avenue, Oak Avenue, Mill Avenue, Putnam Avenue, Cleveland Avenue, Thurman Avenue, Harrison Avenue from Division Street and Hockett Street to the alley east of Main Street;

SIDEWALKS:

Main Street from Olive Avenue to Morton Avenue;

PARKING LOT:

Former J.C. Penney parking lot.

This request is being made under Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements are listed on the attached Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application, Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

4/2/19

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257

559-782-7451 Fax: 784-4569



**APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY**

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 3/21/19 Event date: April 27, 2019
Event time: 9am-4pm, closure 3am-7pm

Name of Event: Porterville Iris Festival
21st Annual

Sponsoring organization: Porterville Chamber Phone # (559) 784-7502
Address: 93 N. Main St. Porterville, CA 93257

Authorized representative: Monte Reyes Phone #
Address: same

Event chairperson: Phone #

Location of event (location map must be attached): Downtown Porterville - Main Street, Olive to Morton

Type of event: Festival - Vendors, Kid Zone, Entertainment, Chili Cook-off, Food Booths

Non-profit status determination: 501 (c) 6

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): 90 Street sweeping Yes No X

Police protection Yes X No Refuse pickup Yes X No

Other: Special Event Officers

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny		
_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
<u>X</u>	_____	Police Chief	<u>See Attached</u>
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted **NO LESS THAN 30 days PRIOR** to the date of the event in order to obtain City Council approval.

City Code requirements:

At least 48" must remain clear on sidewalks for pedestrian traffic.

Do not block any entrance to or exit from buildings.

Area must be accessible to emergency and safety personnel and vehicles.

Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. **When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured.** The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. **This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval.**

[Signature]

Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. **Claims-made policies are not acceptable.**

[Signature]

Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

[Signature]

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

[Signature]

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Chamber of Commerce	<i>[Signature]</i>	3/21/19
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Main St. Olive to Morton Event date: 4/27/19 Event time: 9am-4pm
street closures 3am-7pm

[illegible]

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER
ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 27, 2019 Hours: Event: 9am-4pm
closure: 3am-7pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Olive	Morton	Vendor Booths
Garden	Main	East Alley	Kids Zone
Oak, Mill	Division	East Alley	Entertainment
Rivham			Chili Cook-off
Cleveland			Info Booths
Thurman			Military Displays
Harrison			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
			Merchant
Main	Olive	Morton	sidewalk sales
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
All spaces →	Adjacent to Allen's Boot Building		chili cook-off

Requirements for a Community Civic Event
Porterville Chamber of Commerce
21st Annual Iris Festival
April 27, 2019

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Manager:
M. Knight

Please coordinate refuse service with Wyndi Ferguson @ 555 N. Prospect Street, 559-782-7518.

Fire Marshal:
M. Sandoval

Fire approves.

Parks and Leisure Services Director:
D. Moore

No additional comments.

Police Lieutenant:
J. Maniss

Please see Exhibit B.

Administrative Services Director:
P. Hildreth

Please see Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: 21st Annual Iris Festival
Event Chairman: Monte Reyes
Location: Main Street
Date of Event: April 27, 2019
Time of Event: 9:00 a.m. to 4:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Iris Festival, April 27, 2019

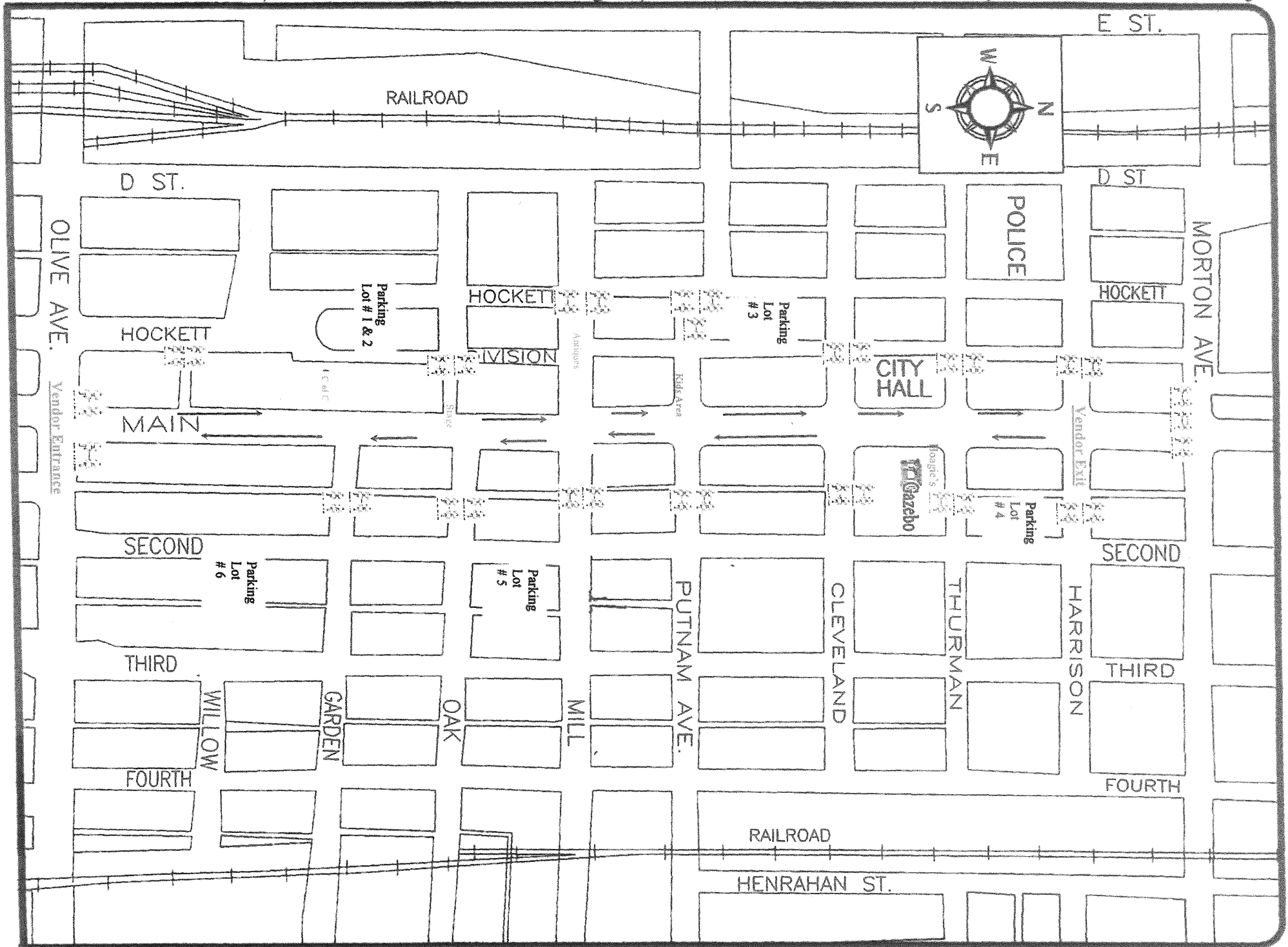
Proposed Conditions/Requirements for Iris Festival Ȳ Downtown Porterville

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Carl Jordan of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the sales of alcoholic beverages during the event, they must first apply for and be granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control. If such license is issued, additional conditions may apply (beer garden, location, security).
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Josh Maniss
Police Department

Exhibit B

* 2 barricades isn't enough, would like 3 barricades to close side streets



CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber of Commerce
930 N Main St. Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Zenith Sounds
also DJ Angel A
- 4 Type of event for which amplification equipment will be used: Irish Festival
- 5 Dates and hours of operation of amplification equipment: 4/27/19 9am-4pm
- 6 A general description of the sound amplifying equipment to be used: OUTDOOR PA SYSTEM 300 WATTS
ON EACH STAGE (CENTENNIAL PLAZA + OAK ST STAGE)

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

[Signature]
Signature of Applicant

3/21/19
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

[Signature]
City of Porterville, Chief of Police/Designee

3-25-19
Date



PORTCHA-01

JMADRIGAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2019

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

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

PRODUCER License # 0D44424
Walter Mortensen Insurance / INSURICA
126 N. Main Street
Porterville, CA 93257

CONTACT NAME: Jacqueline Madrigal
PHONE (A/C, No, Ext): (559) 560-3215 FAX (A/C, No): (559) 781-3229
E-MAIL ADDRESS: Jacqueline.Madrigal@INSURICA.com

INSURED

Porterville Chamber of Commerce
93 N. Main St.
Porterville, CA 93257-3711

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	42552
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR	X		CF1-ML-10000756-01	05/28/2018	05/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with respect to the general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Iris Festival Event Saturday April 27, 2019

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
291 N Main Street
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



PORTCHA-01

JMADRIGAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2019

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CONTACT Jacqueline Madrigal
NAME:
PHONE (A/C, No, Ext): (559) 560-3215 FAX (A/C, No): (559) 781-3229
E-MAIL ADDRESS: Jacqueline.Madrigal@INSURICA.com

INSURED

Porterville Chamber of Commerce
93 N. Main St.
Porterville, CA 93257-3711

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	42552
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ ☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X	CF1-ML-10000756-01	05/28/2018	05/28/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 3,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td>PER STATUTE</td><td>\$</td></tr><tr><td>OTH-ER</td><td>\$</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COM/POP AGG	\$ 3,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$	AGGREGATE	\$	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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BODILY INJURY (Per person)	\$																																							
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PROPERTY DAMAGE (Per accident)	\$																																							
EACH OCCURRENCE	\$																																							
AGGREGATE	\$																																							
PER STATUTE	\$																																							
OTH-ER	\$																																							
E.L. EACH ACCIDENT	\$																																							
E.L. DISEASE - EA EMPLOYEE	\$																																							
E.L. DISEASE - POLICY LIMIT	\$																																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with respect to the general liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Iris Festival Event Saturday April 27, 2019

CERTIFICATE HOLDER

Successor Agency to the City of Porterville Redevelopment Agency
291 N Main Street
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SUCCESSOR AGENCY TO THE CITY OF PORTERVILLE REDEVELOPMENT AGENCY
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Approval for Community Civic Event - Comision Honorfica Mexicana - Annual Cinco de Mayo Parade and Sunday Fiesta - May 4 - 5, 2019

SOURCE: Finance

COMMENT: The Comision Honorifica Mexicana-Americana, Inc. is requesting approval to hold their annual Cinco de Mayo Parade on Saturday, May 4, 2019, along Main Street from 7:00 a.m. to 1:00 p.m. The Sunday Fiesta is scheduled for Sunday, May 5, 2019, from 10:00 a.m. to 7:00 p.m. at Veterans Park with entertainment, food and information booths. The following street closures are requested for the parade:

PARADE ROUTE:

Main Street from Morton Avenue to Olive Avenue; Morton Avenue from Main Street to Second Avenue, Harrison Avenue, Thurman Avenue, Cleveland Street, Putnam Avenue, Mill Avenue, Oak Avenue and Garden Avenue from Division Street to Second Street; Second Street from Olive Avenue to Morton Avenue; Olive Avenue from Hockett Street to Third Street.

The application has been submitted under the Community Civic Event Ordinance No. 1326, as amended. It has been routed according to the Ordinance regulations and reviewed by all the City Departments involved. The requirements are listed on the attached copy of the Community Civic Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Comision Honorifica Mexicana-Americana, Inc., subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Maps Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

4/2/19

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 3/19/19 Event date: 5/4 & 5/20/19
3/19/19 Event time: 10 AM / 10-7 PM

Name of Event: Annual Cinco de Mayo Celebration
Parade & Sunday Fiesta

Sponsoring organization: Comision Honorifica Mexicana Phone # _____

MAIL → Address: P.O. Box 2043, Porterville, CA 93258

Authorized representative: Grace Muñoz-Rios Phone # 559-289-9381

Address: 368 East Date Ave, Porterville, CA 93257

Event chairperson: Grace Muñoz-Rios Phone # 559-289-9381

E-MAIL: gmrios@acsnet.net

Location of event Downtown Main Street & Veteran's Park

(Location map must be attached)

Type of event: Community Civic Event & PARADE & FIESTA

Non-profit organization status: 501c3 BI#00331 ABL

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes X No _____

Police protection Yes _____ No _____ Refuse pickup Yes X No _____

Other: _____

Parks facility application required: Yes X No _____ Attached pd

Assembly permit required: Yes X No _____ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

 Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

 Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

 Authorized Representative Initials

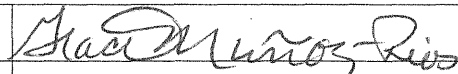
First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

 Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

CH 114		3/19/19
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Veterans Park Event date: 5/5/19 Event time: 8AM-7PM

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
See Attached List 2wks Prior to PARADE List by 4/15/19			

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: CHMA 5 de Mayo Parade

Sponsoring organization: Comision Honorifica Mexicana-Americana, Inc

Event date: 5/4/18 Hours: 10 AM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Morton, Main to Second
Closed

Street Name	From	To	Activity
Main St	Morton	Olive	Parade
Harrison	Hockett	Second	
Thorman	Division	Second	
Cleveland	Division	Second	
Putnam	Division	Second	
Mill	Division	Second	
Oak	Division	Second	
Garden		Second	
Olive	Hockett	Second	
Olive	Hockett	'B' Street	
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Requirements for Community Civic Event
Comision Honorifica Mexicana-Americana, Inc.
Cinco de Mayo Parade and Sunday Fiesta
May 4 and May 5, 2019

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager:
J. Phillips

Field Services Manager:
M. Knight

Please coordinate scheduling for requested services, street sweeping and refuse pick up with Wyndi Ferguson @ 555 N. Prospect/559-782-7518.

Fire Marshal:
M. Sandoval

No comments.

Parks & Leisure Services Director:
D. Moore

Public to remain out of Main Street planters on May 4th. Vehicles allowed to unload/load only in park on May 5th

Police Lieutenant:
J. Maniss

Please see proposed conditions/requirements on Exhibit B.

Administrative Services Director:
P. Hildreth

See attached Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Comision Honorifica Mexicana-Americana, Inc.
Event: Cinco de Mayo Parade and Sunday Fiesta
Event Chairman: Grace Munoz-Rios
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets. Fiesta – Veteran's Park.
Date of Event: May 4 and May 5, 2019

RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.
2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.
 - a. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
 - b. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE
Community Civic Event Application

CINCO DE MAYO PARADE/CELEBRATION

Proposed Conditions/Requirements/Parade:

- City Council approval is required for all street closures.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Cinco de Mayo Planning Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers (pursuant to City Ordinance)
- Food vendors should be situated where they do not block the sidewalk.
- Throwing candy or any substances/objects from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- At the conclusion of the event, all barricades shall be promptly removed and equipment shall be cleared so as to avoid interfering with vehicular or pedestrian travel.
- Event organizers shall contact Sergeant Carl Jordan (Porterville Police Department) no less than 30 days prior to the event in order to coordinate parade route postings and necessary police involvement. Sergeant Jordan can be contacted at 559-782-7549/559-782-7400.

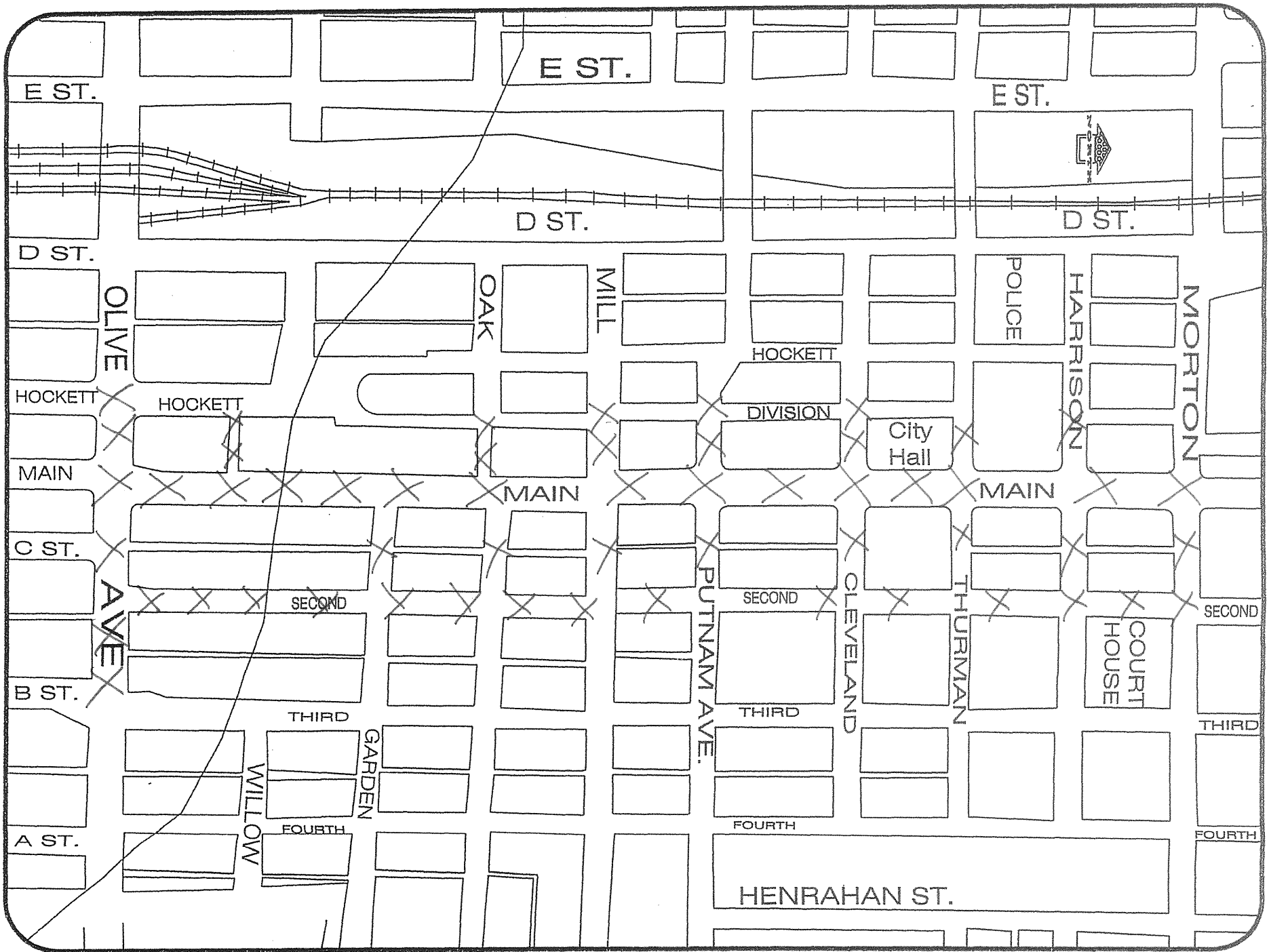
Proposed Conditions/Requirements/Celebration:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.
- Event organizers shall contact Sergeant Carl Jordan (Porterville Police Department) no less than 30 days prior to the event in order to coordinate police involvement. Sergeant Jordan can be contacted at 559-782-7549/559-782-7400.

Josh Maniss, Lieutenant
Porterville Police Department

PARANS. MAP





CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: CHMA, P.O. Box 2043, Porterville, CA 93258
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Ray Ponce, Announcer
- 4 Type of event for which amplification equipment will be used: Live music, amplifiers, microphones
- 5 Dates and hours of operation of amplification equipment: From 5/5/19 to 7PM
- 6 A general description of the sound amplifying equipment to be used: Speakers & drum set to be used by announcer & musical entertainers

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section.

(Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Alfonso M. White Jr.
Signature of Applicant

3/19/19
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Alfonso M. White Jr. # 4121
City of Porterville, Chief of Police/Designee

3-25-19
Date



COMIHON-01

ESOLORIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2019

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

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

PRODUCER License # 0D44424 Walter Mortensen Insurance / INSURICA 126 N. Main Street Porterville, CA 93257	CONTACT NAME: Esperanza Solorio, CISR	
	PHONE (A/C, No, Ext): (559) 784-5113	FAX (A/C, No):
	E-MAIL ADDRESS: Esperanza.Solorio@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Insurance Alliance of CA, Inc.	NA
INSURED Comision Honorifica Mexicana Americana, Inc P.O. Box 2043 Porterville, CA 93258	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		2019-10594-NPO	02/22/2019	02/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Cinco de Mayo parade & events dates May 3-5, 2019

"Certificate holder is listed as an additional insured with respect to General liability if required or agreed to in a written contact subject to all provisions and limitations of the policy." Exceptions are subject to management approval.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. Main St. Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Request for Proclamation - Iris Festival Day - April 27, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which Proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all Proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Chamber of Commerce has requested that the Council consider approval of a Proclamation to proclaim April 27, 2019, as Iris Festival Day. Mayor Flores is sponsoring this Proclamation request. If approved, the applicant requests that the Proclamation be presented at the City Council Meeting of April 16, 2019.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 27, 2019, as "Iris Festival Day."

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 3/21/19
Name of Event/Individual: Porterville Iris Festival
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Porterville Chamber of Commerce
Name of Contact Person: Monte Reyes
Address: 93 N. Main St. # A
Phone: 559 784-7502 FAX: 784-0770
E-mail: Monte@portervillechamber.org
I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up
Date(s) of Event: April 27th 2019
Date of Council Meeting to be presented, if applicable: April 16th 2019
(Council meets 1st and 3rd Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation:
Jason Pommer

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/22/19 Sponsored by: Flores Date: 3/25/19
Approved by Council: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____
Comment: _____

WHEREAS: On January 8, 1963, the City Council of the City of Porterville adopted the Iris as the official flower of the City of Porterville, and

WHEREAS: Spring is traditionally ushered in with the blooming of flowers, and the Porterville Chamber of Commerce presented the first Annual Porterville Iris Festival in April 1999 in Porterville in recognition of the unique beauty of the Iris; and

WHEREAS: This year is the 21st offering of the Iris Festival which has been attended by over 300,000 people over its 20 years;

WHEREAS: Local festivities for the 21st Annual Porterville Iris Festival include a variety of activities which celebrate both the Iris and the attributes of our community; and combine to create a springtime community wide festival; and

WHEREAS: This year the Porterville Iris Festival will again welcome over 25,000 people from Porterville, the surrounding area, throughout California, and beyond; and

WHEREAS: This celebration of the Iris has created a unique opportunity for families, friends, and visitors to join together to enjoy entertainment, arts and crafts, a chili cook-off, activities for children, antiques, and a chalk art contest.

NOW, THEREFORE, I, Martha Flores, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 27, 2019, as

"IRIS FESTIVAL DAY"

and urge all citizens of our community to join with the City in celebrating the official City flower, the festivities held in its name, and enjoy Porterville in bloom.

PROCLAIMED this day of April, 2019.

Martha Flores,
Mayor

Brian E. Ward,
Vice Mayor

Milt Stowe,
Council Member

Daniel Penaloza,
Council Member

Monte Reyes,
Council Member



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Request for Proclamation - Arbor Day - April 26, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which Proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The process requires that all Proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Parks Division has requested that the Council consider approval of a Proclamation to proclaim April 26, 2019, as "Arbor Day" in Porterville. Council Member Stowe is sponsoring this Proclamation request. If approved, the Proclamation will be presented on April 26, 2019, 1:00 p.m. at Murry Park.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 26, 2019, as "Arbor Day" in the city of Porterville.

ATTACHMENTS: 1. Proclamation Request

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: MARCH 25, 2019

Name of Event/Individual: ARBOR DAY
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PARKS AND LEISURE SERVICES

Name of Contact Person: DONNIE MOORE

Address: 291 N MAIN

Phone: 782-7536 FAX: _____

E-mail: dmoore@ci.porterville.ca.us

I would like the proclamation: ☐ presented at a Council Mtg. ☐ mailed ☒ call for pick-up

Date(s) of Event: APRIL 26, 2019 11:00 AM

Date of Council Meeting to be presented, if applicable: PRESENTED AT ARBOR DAY
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

N/A

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 3/25/19 Sponsored by: Stowe Date: 3/26/19

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products. They increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: Trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Martha A. Flores, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 26, 2019, as—

"ARBOR DAY"

in the City of Porterville, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and plant trees to gladden the heart and promote the well-being of this and future generations.

PROCLAIMED this 26th day of April, 2019.

Martha A. Flores,
Mayor

Brian E. Ward,
Vice Mayor

Milt Stowe,
Council Member

A. Monte Reyes,
Council Member

Daniel Peñaloza,
Council Member



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: City Council Member Requested Agenda Item - Consider a Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal

SOURCE: City Manager's Office

COMMENT: City Council Member Peñaloza has requested that the Council consider a Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal, which is prescribed in SB 200 (Monning) and AB 217 (Garcia), as a Scheduled Matter at its next regularly scheduled meeting.

RECOMMENDATION: That the City Council approve Council Member Peñaloza's request to consider a Resolution of Support for the State's Safe and Affordable Drinking Water Fund Proposal as a Scheduled Matter at its next regularly scheduled meeting.

ATTACHMENTS:

1. Example Resolution of Support for Safe and Affordable Drinking Water Fund Proposal
2. SB 200 (Monning) Bill Text
3. AB 217 (Garcia) Bill Text

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____

A RESOLUTION OF THE _____ IN SUPPORT OF THE SAFE AND AFFORDABLE DRINKING WATER FUND PROPOSAL -- INCLUDING GOVERNOR NEWSOM'S BUDGET TRAILER BILL PROPOSAL, SB 200 (MONNING), AND AB 217 (GARCIA) -- WHICH WOULD ESTABLISH A NEW STATE SAFE AND AFFORDABLE DRINKING WATER FUND TO SUPPORT SHORT AND LONG-TERM DRINKING WATER SOLUTIONS AND PROGRAMS, SUCH AS TO SUPPORT OPERATIONS AND MAINTENANCE FUNDING FOR DRINKING WATER TREATMENT AND ADDRESS OTHER CRITICAL DRINKING WATER NEEDS.

WHEREAS, all Californians have a human right to safe and affordable drinking water for drinking, cooking and sanitation purposes; and

WHEREAS, drinking water safety and affordability issues affect California communities across the state; and

WHEREAS, the _____ recognizes the adverse health risks associated with lack of safe and affordable drinking water to its constituents, with children and the elderly being particularly at risk; and

WHEREAS, for years, the State Water Resources Control Board and other policymakers have called for the creation of a sustainable funding source to support safe and affordable drinking water programs, including to ensure public water systems can afford to operate and maintain drinking water treatment systems to address contaminated drinking water; and

WHEREAS, the lack of a reliable funding source for operations and maintenance drinking water treatment costs has meant many communities are either unable to afford the cost of drinking water treatment, or are forced to pass on burdensome drinking water costs to constituents who may then struggle to be able to afford their drinking water;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the _____ as follows:

1. The _____ affirms its support for a new Safe and Affordable Drinking Water Fund -- including Governor Newsom's budget trailer bill proposal, SB 200 and AB 217 -- that would provide both short term and long term programs and solutions for safe and affordable drinking water, including to help subsidize the high cost of operations and maintenance drinking water treatment costs.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the _____ at a regular meeting thereof held on the ____ day of ____, 2019, by the following

AYES:

NOES: _____

ABSENT: _____

ABSTAIN:

ATTEST:

_____, Clerk

By: _____

APPROVED AS TO FORM:

By: _____

I, _____, Clerk/Secretary of the _____, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the _____ on the date and by the vote indicated herein.

AMENDED IN SENATE MARCH 11, 2019

SENATE BILL

No. 200

Introduced by Senator Monning

(Principal coauthor: Assembly Member Eduardo Garcia)

January 31, 2019

An act to add Chapter 4.6 (commencing with Section 116765) to Part 12 of Division 104 of the Health and Safety Code, relating to ~~water~~, *water, and making an appropriation therefor.*

LEGISLATIVE COUNSEL'S DIGEST

SB 200, as amended, Monning. Safe and Affordable Drinking Water Fund.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

This bill would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are ~~available, upon appropriation by the Legislature, continuously appropriated to the board~~ board. *The bill would require the board to administer the fund to provide a stable source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, and bequests. The bill would require the board to expend moneys in the fund for grants, loans, contracts, or services to assist eligible applicants*

with projects relating to the provision of safe and affordable drinking water. The bill would require the board, working with a multistakeholder advisory group, to adopt a fund implementation plan and policy handbook with priorities and guidelines for expenditures of the fund. The bill would require the board annually to prepare and make available a report of expenditures from the fund. The bill would require the board to adopt annually, after a public hearing, an assessment of funding need that estimates the anticipated funding needed for the next fiscal year to achieve the purposes of the fund. The bill would require, by January 1, 2021, the board, in consultation with local health officers and other relevant stakeholders, to make available a map of aquifers that are used or likely to be used as a source of drinking water that are at high risk of containing contaminants and to make available a map of residential areas that are at high risk of containing contaminants at the tap that exceed health standards. For purposes of the map, the bill would require local health officers and other relevant local agencies to provide all results of, and data associated with, water quality testing performed by certified laboratories to the board, as specified. By imposing additional duties on local health officers and local agencies, the bill would impose a state-mandated local program. By creating a new continuously appropriated fund, this bill would make an appropriation.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: ~~no~~-yes. Fiscal committee: yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Chapter 4.6 (commencing with Section 116765)
- 2 is added to Part 12 of Division 104 of the Health and Safety Code,
- 3 to read:

CHAPTER 4.6. *SAFE AND AFFORDABLE DRINKING WATER*

Article 1. *Legislative Findings and Declarations*

116765. *The Legislature finds and declares all of the following:*

(a) *Section 106.3 of the Water Code declares that it is the policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.*

(b) *For all public water systems, the operation and maintenance costs to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis may be significant.*

(c) *All community water systems are currently required to set, establish, and charge a schedule of rates and fees that are sufficient to recover the operation and maintenance costs required to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis.*

(d) *Hundreds of community water systems in the state cannot charge rates and fees that are affordable and sufficient to recover the full operation and maintenance costs required to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis due to a combination of low income levels of customers, high treatment costs for contaminated water sources, and a lack of economies of scale that result in high unit costs for water service. Many schools that serve as their own regulated public water systems and have contaminated water sources cannot afford the full operation and maintenance costs required to provide water that meets federal and state drinking water standards.*

(e) *Nearly all state or federal drinking water project funding sources prohibit the use of that funding for long-term operation and maintenance costs, and as a result, those systems that cannot afford required operation and maintenance costs are unable to access funding for capital projects to meet federal and state drinking water standards.*

(f) *As a result, hundreds of thousands of Californians, particularly those living in small disadvantaged communities, may be exposed to unsafe drinking water in their homes and schools,*

1 which impacts human health, household costs, and community
2 economic development.

3 (g) A significant number of California residents rely on state
4 small water systems and domestic wells to provide their drinking
5 water.

6 (h) The state small water systems and individual domestic wells
7 face a serious threat of contamination because they often draw
8 their water from shallow groundwater sources and have fewer or
9 no chemical monitoring requirements.

10 (i) To ensure that the right of every Californian to safe, clean,
11 affordable, and accessible water adequate for human consumption,
12 cooking, and sanitary purposes is protected, it is in the interest of
13 the State of California to identify where Californians are at high
14 risk of lacking reliable access to safe drinking water or are known
15 to lack reliable access to safe drinking water, whether they rely
16 on a public water system, state small water system, or domestic
17 well for their potable water supply.

18 (j) Long-term sustainability of drinking water infrastructure
19 and service provision is necessary to secure safe drinking water
20 for all Californians and therefore it is in the interest of the state
21 to discourage the proliferation of new, unsustainable public water
22 systems and state small water systems, to prevent waste, and to
23 encourage consolidation and service extension when feasible.

24 (k) It is in the interest of all Californians to establish a fund
25 with a stable source of revenue to provide financial support,
26 particularly for operation and maintenance, necessary to secure
27 access to safe drinking water for all Californians, while also
28 ensuring the long term sustainability of drinking water service
29 and infrastructure.

30

31 Article 2. Definitions

32

33 116766. For the purposes of this chapter:

34 (a) “Administrator” has the same meaning as defined in Section
35 116686.

36 (b) “Board” means the State Water Resources Control Board.

37 (c) “Community water system” has the same meaning as defined
38 in Section 116275.

39 (d) “Disadvantaged community” has the same meaning as
40 defined in Section 116275.

1 (e) “Domestic well” means a groundwater well used to supply
2 water for the domestic needs of an individual residence or water
3 systems that are not public water systems and that have no more
4 than four service connections.

5 (f) “Eligible applicant” means a public water system, including,
6 but not limited to, a mutual water company; a public utility; a
7 public agency, including, but not limited to, a local educational
8 agency that owns or operates a public water system; a nonprofit
9 organization; a federally recognized Indian tribe; a state Indian
10 tribe listed on the Native American Heritage Commission’s
11 California Tribal Consultation List; an administrator; or a
12 groundwater sustainability agency.

13 (g) “Fund” means the Safe and Affordable Drinking Water
14 Fund established pursuant to Section 116767.

15 (h) “Fund implementation plan” means the fund implementation
16 plan adopted pursuant to Section 116769.

17 (i) “Groundwater sustainability agency” has the same meaning
18 as defined in Section 10721 of the Water Code.

19 (j) “Low-income household” means a household with an income
20 that is less than 80 percent of the statewide median household
21 income.

22 (k) “Public water system” has the same meaning as defined in
23 Section 116275.

24 (l) “Replacement water” includes, but is not limited to, bottled
25 water, vended water, point-of-use, or point-of-entry treatment
26 units.

27 (m) “Safe drinking water” has the same meaning as defined in
28 Section 116681.

29 (n) “Service connection” has the same meaning as defined in
30 Section 116275.

31 (o) “State small water system” has the same meaning as defined
32 in Section 116275.

33 (p) “Vended water” has the same meaning as defined in Section
34 111070.

35
36 Article 3. Safe and Affordable Drinking Water Fund

37
38 116767. The Safe and Affordable Drinking Water Fund is
39 hereby established in the State Treasury. Notwithstanding Section
40 13340 of the Government Code, all moneys in the fund are

1 continuously appropriated to the board without regard to fiscal
2 years, in accordance with this chapter. Moneys in the fund at the
3 close of the fiscal year shall remain in the fund and shall not revert
4 to the General Fund. Moneys in the fund shall not be available for
5 appropriation or borrowed for use for any purpose not established
6 in this chapter unless that use of the moneys receives an affirmative
7 vote of two-thirds of the membership in each house of the
8 Legislature.

9 116768. (a) The board shall administer the fund for the
10 purposes of this chapter to provide a source of funding to secure
11 access to safe drinking water for all Californians, while also
12 ensuring the long-term sustainability of drinking water service
13 and infrastructure. The board shall prioritize the use of this funding
14 to assist disadvantaged communities served by a public water
15 system and low-income households served by a state small water
16 system or a domestic well. The board shall consider and prioritize,
17 where appropriate, the use of funding for consolidation or
18 extension of service or both. In order to maximize the use of other
19 funding sources for capital construction projects when available,
20 the board shall prioritize use of this funding for costs other than
21 those related to capital construction costs, except for capital
22 construction costs associated with consolidation and service
23 extension to reduce the ongoing unit cost of service and to increase
24 sustainability of drinking water infrastructure and service delivery.
25 Beginning January 1, 2021, an expenditure from the fund shall be
26 consistent with the annual fund implementation plan.

27 (b) In accordance with subdivision (a), the board shall expend
28 moneys in the fund for grants, loans, contracts, or services to assist
29 eligible applicants with any of the following:

30 (1) The provision of replacement water, as needed, to ensure
31 immediate protection of health and safety as a short-term solution.

32 (2) The development, implementation, and sustainability of
33 long-term drinking water solutions, including, but not limited to,
34 technical assistance, planning, construction, repair, and operation
35 and maintenance costs associated with replacing, blending, or
36 treating contaminated drinking water, or with fixing failing water
37 systems, pipes, or fixtures; operation and maintenance costs
38 associated with consolidated water systems, extended drinking
39 water services, or reliance on a substituted drinking water source;
40 creating and maintaining natural means and green infrastructure

1 solutions that contribute to sustainable drinking water;
2 consolidating water systems; extending drinking water services
3 to other public water systems, domestic wells, or state small water
4 systems; and the satisfaction of outstanding long-term debt
5 obligations of public water systems where the board determines
6 that a system's lack of access to capital markets renders this
7 solution the most cost-effective for removing a financial barrier
8 to the system's sustainable, long-term provision of drinking water.
9 Technical assistance and planning costs may include, but are not
10 limited to, analyses to identify, and efforts to further, opportunities
11 to reduce the unit cost of providing drinking water through
12 organizational and operational efficiency improvements, system
13 consolidation and service extension, implementation of new
14 technology, and other options and approaches to reduce costs.

15 (3) Identifying and providing outreach to Californians who are
16 eligible to receive assistance from the fund.

17 (4) Testing the drinking water quality of domestic wells serving
18 low-income households, prioritizing those in high-risk areas
19 identified pursuant to Article 4 (commencing with Section 116770).

20 (5) The provision of administrative and managerial services
21 under Section 116686.

22 (c) Notwithstanding Section 11019 of the Government Code,
23 the board may make advance payments as necessary to implement
24 the purposes of this chapter.

25 (d) The board may expend moneys from the fund for reasonable
26 costs associated with administration of this section. Beginning
27 July 1, 2023, the board may expend no more than 5 percent of the
28 annual revenues of the fund for reasonable costs associated with
29 administration of this section.

30 (e) The board may undertake any of the following actions to
31 implement the fund:

32 (1) Provide for the deposit of both of the following moneys into
33 the fund:

34 (A) Federal contributions.

35 (B) Voluntary contributions, gifts, grants, or bequests.

36 (2) Enter into agreements for contributions to the fund from the
37 federal government, local or state agencies, and private
38 corporations or nonprofit organizations.

39 (3) Provide for appropriate audit, accounting, and fiscal
40 management services, plans, and reports relative to the fund.

1 (4) Direct portions of the fund to a subset of eligible applicants
2 as required or appropriate based on funding source and consistent
3 with the annual fund implementation plan.

4 (5) Direct moneys deposited into the fund described in
5 subparagraph (B) of paragraph (1) towards a specific project,
6 program, or study.

7 (6) Take additional action as may be appropriate for adequate
8 administration and operation of the fund.

9 (f) In administering the fund, the board shall make reasonable
10 efforts to ensure both of the following:

11 (1) That funds are used to secure the long-term sustainability
12 of drinking water service and infrastructure, including, but not
13 limited to, requiring adequate technical, managerial, and financial
14 capacity of eligible applicants as part of funding agreement
15 outcomes. Funding shall be prioritized to implement consolidations
16 and service extensions when feasible, and administrative and
17 managerial contracts or grants entered into pursuant to Section
18 116686 where applicable. Funds shall not be used to delay,
19 prevent, or avoid the consolidation or extension of service to public
20 water systems where it is feasible and the least-cost alternative.
21 The board may set appropriate requirements as a condition of
22 funding, including, but not limited to, a system technical,
23 managerial, or financial capacity audit, improvements to reduce
24 costs and increase efficiencies, an evaluation of alternative
25 treatment technologies, and a consolidation or service extension
26 feasibility study. As a condition of funding, the board may require
27 a domestic well with nitrate contamination where ongoing septic
28 system failure may be causing or contributing to contamination
29 of a drinking water source to conduct an investigation and project
30 to address the septic system failure if adequate funding sources
31 are identified and accessible.

32 (2) That funds are not used to subsidize large-scale nonpotable
33 use.

34 (g) At least once every 10 years, the board shall conduct a public
35 review and assessment of the fund to determine all of the following:

36 (1) The effectiveness of the fund in securing access to safe
37 drinking water for all Californians, while also ensuring the
38 long-term sustainability of drinking water service and
39 infrastructure.

1 (2) If the moneys deposited into the fund have been appropriately
2 expended.

3 (3) What other actions are necessary to carry out the purposes
4 of this chapter.

5 (h) Neither the board nor any employee of the board may be
6 held liable for any act that is necessary to carry out the purposes
7 of this chapter. The board or any authorized person shall not be
8 deemed to have incurred or to be required to incur any obligation
9 to provide additional funding or undertake additional action solely
10 as a result of having undertaken an action pursuant to this chapter.

11 116769. By July 1 of each year, the board shall do all of the
12 following:

13 (a) Prepare and make available a report of expenditures from
14 the fund.

15 (b) Adopt, after a public hearing, an assessment of funding need,
16 based on available data, that includes all of the following:

17 (1) Identification of systems and populations potentially in need
18 of assistance, including, but not limited to, all of the following:

19 (A) A list of systems that consistently fail to provide an adequate
20 supply of safe drinking water. The list shall include, but is not
21 limited to, all of the following:

22 (i) Any public water system that consistently fails to provide an
23 adequate supply of safe drinking water.

24 (ii) Any community water system that serves a disadvantaged
25 community that must charge fees that exceed the affordability
26 threshold established by the board in order to supply, treat, and
27 distribute potable water that complies with federal and state
28 drinking water standards.

29 (iii) Any state small water system that consistently fails to
30 provide an adequate supply of safe drinking water.

31 (B) A list of programs that assist, or that will assist, households
32 supplied by a domestic well that consistently fails to provide an
33 adequate supply of safe drinking water. This list shall include the
34 number and approximate location of households served by each
35 program without identifying exact addresses or other personal
36 information.

37 (C) A list of public water systems and state small water systems
38 that may be at risk of failing to provide an adequate supply of safe
39 drinking water.

1 (D) An estimate of the number of households that are served by
2 domestic wells or state small water systems in high-risk areas
3 identified pursuant to Article 4 (commencing with Section 116770).
4 The estimate shall identify approximate locations of households,
5 without identifying exact addresses or other personal information,
6 in order to identify potential target areas for outreach and
7 assistance programs.

8 (E) A list of programs that assist, or that will assist, households
9 and schools whose tap water contains contaminants, such as lead
10 or other secondary contaminants, at levels that exceed
11 recommended standards. This list shall include the number and
12 approximate location of households served by each program
13 without identifying exact addresses or other personal information.

14 (2) An analysis of anticipated funding, per contaminant, needed
15 for known projects, services, or programs by eligible applicants,
16 consistent with the fund implementation plan, including any funding
17 needed for existing long-term funding commitments from the fund.
18 The board shall identify and consider other existing funding
19 sources able to support any projects, services, or programs
20 identified, including, but not limited to, local funding capacity,
21 state or federal funding sources for capital projects, funding from
22 responsible parties, and specialized funding sources contributing
23 to the fund.

24 (3) An estimate of the funding needed for the next fiscal year
25 based on the amount available in the fund, anticipated funding
26 needs, other existing funding sources, and other relevant data and
27 information.

28 (c) (1) Adopt, after a public hearing, a fund implementation
29 plan and policy handbook with priorities and guidelines for
30 expenditures of the fund.

31 (2) The board shall work with a multistakeholder advisory group
32 to establish priorities and guidelines for the fund implementation
33 plan and policy handbook. The multistakeholder advisory group
34 shall be open to participation by all of the following:

35 (A) Representatives of entities paying into the fund.

36 (B) Public water systems.

37 (C) Technical assistance providers.

38 (D) Local agencies.

39 (E) Nongovernmental organizations.

(F) Residents served by community water systems in disadvantaged communities, state small water systems, and domestic wells.

(G) The public.

(3) The adoption of a fund implementation plan and policy handbook and the implementation of the fund pursuant to the policy handbook are not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

116769.5. The board may expend moneys from the fund for reasonable costs associated with the administration of Section 116769 and Article 4 (commencing with Section 116770). Beginning July 1, 2023, the board shall not expend more than 3 percent of the annual revenue of the fund for the reasonable costs of administering Section 116769 and Article 4 (commencing with Section 116770).

Article 4. Information on High-risk Areas

116770. (a) (1) By January 1, 2021, the board, in consultation with local health officers and other relevant stakeholders, shall use available data to make available a map of aquifers that are at high risk of containing contaminants and that exceed primary federal and state drinking water standards that are used or likely to be used as a source of drinking water for a state small water system or a domestic well. The board shall update the map at least annually based on any newly available data.

(2) The board shall make the map of high-risk areas, as well as the data used to make the map, publicly accessible on its internet website in a manner that does not identify exact addresses or other personal information and that complies with the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The board shall notify local health officers and county planning agencies of high-risk areas within their jurisdictions.

(b) (1) By January 1, 2021, a local health officer or other relevant local agency shall provide to the board all results of, and data associated with, water quality testing performed by certified laboratories for a state small water system or domestic well that

1 was collected after January 1, 2014, and that is in the possession
2 of the local health officer or other relevant local agency.

3 (2) By January 1, 2022, and by January 1 of each year
4 thereafter, all results of, and data associated with, water quality
5 testing performed by a certified laboratory for a state small water
6 system or domestic well that is submitted to a local health officer
7 or other relevant local agency shall also be submitted directly to
8 the board in electronic format.

9 (c) By January 1, 2021, the board, in consultation with local
10 health officers and other relevant stakeholders, shall use available
11 data to make available a map of residential areas that are at high
12 risk of containing contaminants at the tap that exceed health
13 standards, including, but not limited to, lead and secondary
14 contaminants. The board shall update the map at least annually
15 based on any newly available data.

16 (d) A map of high-risk areas developed pursuant to this article
17 is not subject to the Administrative Procedure Act (Chapter 3.5
18 (commencing with Section 11340) of Part 1 of Division 3 of Title
19 2 of the Government Code).

20 SEC. 2. If the Commission on State Mandates determines that
21 this act contains costs mandated by the state, reimbursement to
22 local agencies and school districts for those costs shall be made
23 pursuant to Part 7 (commencing with Section 17500) of Division
24 4 of Title 2 of the Government Code.

25 ~~SECTION 1. Chapter 4.6 (commencing with Section 116765)~~
26 ~~is added to Part 12 of Division 104 of the Health and Safety Code;~~
27 ~~to read:~~

28
29 ~~CHAPTER 4.6. SAFE AND AFFORDABLE DRINKING WATER~~
30

31 ~~116765. The Legislature finds and declares all of the following:~~

32 ~~(a) Section 106.3 of the Water Code declares that it is the policy~~
33 ~~of the state that every human being has the right to safe, clean,~~
34 ~~affordable, and accessible water adequate for human consumption,~~
35 ~~cooking, and sanitary purposes.~~

36 ~~(b) For all public water systems, the operation and maintenance~~
37 ~~costs to supply, treat, and distribute potable water that complies~~
38 ~~with federal and state drinking water standards on a routine and~~
39 ~~consistent basis may be significant.~~

1 ~~(c) All public water systems are currently required to set,~~
2 ~~establish, and charge a schedule of rates and fees that are sufficient~~
3 ~~to recover the operation and maintenance costs required to supply,~~
4 ~~treat, and distribute potable water that complies with federal and~~
5 ~~state drinking water standards on a routine and consistent basis.~~

6 ~~(d) Hundreds of public water systems in the state cannot charge~~
7 ~~rates and fees that are affordable and sufficient to recover the full~~
8 ~~operation and maintenance costs required to supply, treat, and~~
9 ~~distribute potable water that complies with federal and state~~
10 ~~drinking water standards on a routine and consistent basis due to~~
11 ~~a combination of low-income levels of customers, high treatment~~
12 ~~costs for contaminated water sources, and a lack of economies of~~
13 ~~scale that result in high unit costs for water service. Many schools~~
14 ~~that serve as their own regulated public water systems and have~~
15 ~~contaminated water sources cannot afford the full operation and~~
16 ~~maintenance costs required to provide water that meets federal~~
17 ~~and state drinking water standards.~~

18 ~~(e) Nearly all state or federal drinking water project funding~~
19 ~~sources prohibit the use of that funding for operation and~~
20 ~~maintenance costs, and as a result, those systems that cannot afford~~
21 ~~required operation and maintenance costs are unable to access~~
22 ~~funding for capital projects to meet federal and state drinking water~~
23 ~~standards.~~

24 ~~(f) As a result, close to one million Californians, particularly~~
25 ~~those living in small disadvantaged communities, may be exposed~~
26 ~~to unsafe drinking water in their homes and schools, which impacts~~
27 ~~human health, household costs, and community economic~~
28 ~~development.~~

29 ~~(g) A significant number of California residents rely on state~~
30 ~~small water systems and domestic wells to provide their drinking~~
31 ~~water.~~

32 ~~(h) State small water systems and individual domestic wells~~
33 ~~face a serious threat of contamination because they often draw~~
34 ~~their water from shallow groundwater sources and have fewer or~~
35 ~~no chemical monitoring requirements.~~

36 ~~(i) State small water systems and domestic wells are not~~
37 ~~currently subject to any comprehensive federal or state~~
38 ~~requirements for chemical water quality monitoring. Many local~~
39 ~~agencies do not require any monitoring beyond what is required~~

1 by state law and there are wide discrepancies among local
2 jurisdictions in well monitoring programs.

3 (j) To ensure that the right of every Californian to safe, clean,
4 affordable, and accessible water adequate for human consumption,
5 cooking, and sanitary purposes is protected, it is in the interest of
6 the State of California to identify where Californians are at high
7 risk of lacking reliable access to safe drinking water or are known
8 to lack reliable access to safe drinking water, whether they rely on
9 a public water system, state small water system, or domestic well
10 for their potable water supply.

11 (k) Long-term sustainability of drinking water infrastructure
12 and service provision is necessary to secure safe drinking water
13 for all Californians and therefore it is in the interest of the state to
14 discourage the proliferation of new, unsustainable public water
15 systems and state small water systems, to prevent waste, and to
16 encourage consolidation and service extension when feasible.

17 (l) It is in the interest of all Californians to establish a fund with
18 a stable source of revenue to provide financial support, particularly
19 for operation and maintenance, necessary to secure access to safe
20 drinking water for all Californians, while also ensuring the
21 long-term sustainability of drinking water service and
22 infrastructure.

23 116766. The Safe and Affordable Drinking Water Fund is
24 hereby established in the State Treasury. Moneys in the fund shall
25 be available to the State Water Resources Control Board, upon
26 appropriation by the Legislature, for the purposes of this chapter
27 to provide a stable source of funding to secure access to safe
28 drinking water for all Californians, while also ensuring the
29 long-term sustainability of drinking water service and
30 infrastructure.

AMENDED IN ASSEMBLY MARCH 19, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 217

Introduced by Assembly Member Eduardo Garcia
(Coauthor: ~~Assembly Member Bloom~~)
(Coauthors: Assembly Members Bloom, Carrillo, Chiu, Gipson,
Holden, Robert Rivas, Mark Stone, and Wicks)
(Coauthor: Senator Monning)

January 16, 2019

An act to add Article 10.5 (commencing with Section 595) to Chapter 3 of Part 1 of Division 1 of, to add Article 6.5 (commencing with Section 14615) to Chapter 5 of Division 7 of, and to add Article 14.5 (commencing with Section 62215) to Chapter 2 of Part 3 of Division 21 of, the Food and Agricultural Code, and to add Chapter 4.6 (commencing with Section 116765) to Part 12 of Division 104 of, to add Chapter 4.7 (commencing with Section 116774) to Part 12 of Division 104 of, and to repeal Article 5 (commencing with Section 116771) of Chapter 4.6 of Part 12 of Division 104 of, the Health and Safety Code, relating to ~~water~~, water, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 217, as amended, Eduardo Garcia. ~~Safe and Affordable Drinking Water Fund. Safe Drinking Water for All Act.~~

~~Existing~~

(1) Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that

every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

This bill would enact the *Safe Drinking Water for All Act* and would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are ~~available, upon appropriation by the Legislature,~~ *continuously appropriated* to the board to provide a ~~stable~~ source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. *The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, and bequests. The bill would require the board to expend moneys in the fund for grants, loans, contracts, or services to assist eligible applicants with certain projects. The bill would require the board, working with a multistakeholder advisory group, to adopt a fund implementation plan and policy handbook with priorities and guidelines for expenditures of the fund. The bill would require the board annually to prepare and make available a report of expenditures from the fund. The bill would require the board to adopt annually, after a public hearing, an assessment of funding need that estimates the anticipated funding needed for the next fiscal year to achieve the purposes of the fund. The bill would authorize the board to distribute the funds through its drinking water regional offices in an unspecified manner and would prohibit the board from distributing more than 20% of the annual expenditures from the fund in this manner. By creating a new continuously appropriated fund, this bill would make an appropriation.*

This bill would require the board to adopt a schedule of fees, as prescribed, not to exceed an unspecified amount. The bill would require these fees to be deposited into the fund. The bill would require the Legislative Analyst to report to the Legislature and the board if the Legislative Analyst determines, on or before January 1, 2023, that at least \$3,000,000,000 has been made available in an interest bearing account in the State Treasury with a goal of at least \$100,000,000 in interest revenues per year available for the purposes of the Safe and Affordable Drinking Water Fund. The bill would make this reporting requirement and the requirement for the board to adopt fees inoperative upon the Legislative Analyst submitting the report, and would repeal them as of January 1, of the year following that determination.

The bill would establish the Safe and Affordable Drinking Water Trust Fund and would require moneys held in the trust fund to be

invested by the Treasurer, in consultation with the Director of Finance and the controller, as specified. The bill would transfer the investment income derived from the trust fund on January 1 of each year to the Safe and Affordable Drinking Water Fund. The bill would state that a transfer of \$200,000,000 is to be made by the Legislature each year for 5 years for the purpose of establishing a \$1,000,000,000 trust account to derive interest revenues to fund the Safe and Affordable Drinking Water Fund.

The bill would require, by January 1, 2021, the board, in consultation with local health officers and other relevant stakeholders, to make available a map of aquifers that are used or likely to be used as a source of drinking water that are at high risk of containing contaminants. For purposes of the map, the bill would require local health officers and other relevant local agencies to provide all results of, and data associated with, water quality testing performed by certified laboratories to the board, as specified. By imposing additional duties on local health officers and local agencies, the bill would impose a state-mandated local program.

(2) Existing law requires every person who manufactures or distributes fertilizing materials to be licensed by the Secretary of Food and Agriculture and to pay a license fee that does not exceed \$300. Existing law requires every lot, parcel, or package of fertilizing material to have a label attached to it, as required by the secretary. Existing law requires a licensee who sells or distributes bulk fertilizing materials to pay to the secretary an assessment not to exceed \$0.002 per dollar of sales for all sales of fertilizing materials, as prescribed, for the purposes of the administration and enforcement of provisions relating to fertilizing materials. In addition to that assessment, existing law authorizes the secretary to impose an assessment in an amount not to exceed \$0.001 per dollar of sales for all sales of fertilizing materials for the purpose of providing funding for research and education regarding the use of fertilizing materials. Existing law specifies that a violation of the fertilizing material laws or the regulations adopted pursuant to those laws is a misdemeanor.

This bill would require a licensee whose name appears on the label of bulk or packaged fertilizing materials to pay to the secretary a fertilizer safe drinking water fee of \$0.006 per \$1.00 of sales for all sales of fertilizing materials. The bill would require these moneys to be deposited into the Safe and Affordable Drinking Water Fund. The bill would authorize the secretary to adopt regulations relating to the

administration and enforcement of these provisions. Because a violation of these provisions or regulations adopted pursuant to these provisions would be a crime, the bill would impose a state-mandated local program.

(3) Existing law regulates the production, handling, and marketing of milk and dairy products and requires every milk handler subject to that regulatory scheme to pay specified assessments and fees to the Secretary of Food and Agriculture to cover the costs of regulating milk. Existing law governing milk defines “handler” as any person who, either directly or indirectly, receives, purchases, or otherwise acquires ownership, possession, or control of market milk from a producer, a producer-handler, or another handler for the purpose of manufacture, processing, sale, or other handling. Existing law defines “market milk” as milk conforming to specified standards and “manufacturing milk” as milk that does not conform to the requirements of market milk. Existing law provides that a violation of that regulatory scheme or a regulation adopted pursuant to that regulatory scheme is a misdemeanor.

This bill would require, beginning January 1, 2022, each handler to deduct from payments made to producers for market and manufacturing milk the sum of \$0.01355 per hundredweight of milk as a dairy safe drinking water fee. The bill would require the secretary to deposit these moneys into the Safe and Affordable Drinking Water Fund. The bill would authorize the secretary to take specified enforcement actions and would require the secretary to adopt regulations for the administration and enforcement of these provisions. Because a violation of these provisions or regulations adopted pursuant to these provisions would be a crime, the bill would impose a state-mandated local program.

(4) Existing law requires the Secretary of Food and Agriculture to enforce provisions governing livestock operations. Existing law generally provides that a violation of a provision of the Food and Agricultural Code is a misdemeanor.

This bill would require each producer owning a nondairy confined animal facility, as defined, beginning the 2021 calendar year to pay annually to the secretary a safe drinking water fee of \$1,000 for the first facility and \$750 per each facility thereafter owned by the same producer, not to exceed \$12,000. The bill would require these moneys to be deposited into the Safe and Affordable Drinking Water Fund. Because a violation of these provisions would be a crime, the bill would impose a state-mandated local program.

(5) *The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: ~~majority~~^{2/3}. Appropriation: ~~no~~yes. Fiscal committee: yes. State-mandated local program: ~~no~~yes.

The people of the State of California do enact as follows:

1 *SECTION 1. This act shall be known, and may be cited, as the*
2 *Safe Drinking Water for All Act.*

3 *SEC. 2. Article 10.5 (commencing with Section 595) is added*
4 *to Chapter 3 of Part 1 of Division 1 of the Food and Agricultural*
5 *Code, to read:*

6
7 *Article 10.5. Safe Drinking Water Fee for Nondairy Confined*
8 *Animal Facilities*
9

10 *595. For purposes of this article, the following definitions*
11 *apply:*

12 *(a) "Fee" means the safe drinking water fee for nondairy*
13 *confined animal facilities.*

14 *(b) "Fund" means the Safe and Affordable Drinking Water*
15 *Fund established by Section 116767 of the Health and Safety Code.*

16 *(c) (1) "Nondairy confined animal facilities" means bovine*
17 *operations, poultry operations, swine operations, and other*
18 *livestock operations, excluding dairies, where all of the following*
19 *apply:*

20 *(A) Operations are designed to corral, pen, or otherwise enclose*
21 *or hold domestic livestock.*

22 *(B) Feeding is exclusively by means other than grazing.*

23 *(C) Facilities are subject to annual fees for confined animal*
24 *facilities adopted in accordance with Section 13260 of the Water*
25 *Code.*

(2) “Nondairy confined animal facilities” does not include facilities subject to Article 14.5 (commencing with Section 62215) of Chapter 2 of Part 3 of Division 21.

596. (a) Beginning in the 2021 calendar year, each producer owning a nondairy confined animal facility shall pay annually to the secretary a safe drinking water fee. The amount of the fee paid annually to the secretary shall equal one thousand dollars (\$1,000) for a producer that owns a single nondairy confined animal facility. For a producer that owns more than one nondairy confined animal facility, the amount of the fee paid annually to the secretary shall equal one thousand dollars (\$1,000) for the first facility and seven hundred fifty dollars (\$750) per each facility thereafter owned by the same producer.

(b) Notwithstanding subdivision (a), the amount of the fee paid annually to the secretary by a producer that owns more than one nondairy confined animal facility shall not exceed twelve thousand dollars (\$12,000) per year.

(c) The secretary may prescribe, adopt, and enforce regulations relating to the administration and enforcement of this article.

597. The secretary shall deposit all moneys received under this article into the fund.

SEC. 3. Article 6.5 (commencing with Section 14615) is added to Chapter 5 of Division 7 of the Food and Agricultural Code, to read:

Article 6.5. Fertilizer Safe Drinking Water Fee

14615. (a) It is the intent of the Legislature to require licensees of bulk fertilizing materials, and to authorize licensees of packaged fertilizing materials, to pass the fertilizer safe drinking water fee described in Section 14616 on to the end user of the fertilizer.

(b) For purposes of this article, the following definitions apply:

(1) “Bulk fertilizing material” has the same meaning as applies to “bulk material” in Section 14517.

(2) “Fertilizing material” has the same meaning as defined in Section 14533.

(3) “Fund” means the Safe and Affordable Drinking Water Fund established by Section 116767 of the Health and Safety Code.

(4) “Packaged” has the same meaning as defined in Section 14551.

1 14616. In addition to the assessments provided in Section
2 14611, a licensee whose name appears on the label of bulk or
3 packaged fertilizing materials shall pay to the secretary a fertilizer
4 safe drinking water fee of six mills (\$0.006) per dollar of sales for
5 all sales of fertilizing materials.

6 14617. (a) (1) A licensee whose name appears on the label
7 who sells or distributes bulk fertilizing materials shall charge an
8 unlicensed purchaser the fertilizer safe drinking water fee as a
9 charge that is separate from, and not included in, any other fee,
10 charge, or other amount paid by the purchaser. This fee shall be
11 included on the bill of sale as a separate line item.

12 (2) (A) A licensee whose name appears on the label of packaged
13 fertilizing materials may include the fertilizer safe drinking water
14 fee as a charge that is separate from, and not included in, any
15 other fee, charge, or other amount paid by the purchaser or may
16 include the charge with the assessment collected pursuant to
17 Section 14611 as a separate line item on the bill of sale and
18 identified as the California Regulatory and Safe Drinking Water
19 Assessment.

20 (B) Notwithstanding paragraph (1), a licensee whose name
21 appears on the label who sells or distributes bulk fertilizing
22 material may include the fertilizer safe drinking water fee with the
23 assessment collected pursuant to Section 14611 as a separate line
24 item on the bill of sale and identified as the California Regulatory
25 and Safe Drinking Water Assessment.

26 (b) The secretary may prescribe, adopt, and enforce regulations
27 relating to the administration and enforcement of this article.

28 (c) (1) Except as provided in paragraph (2), the secretary may
29 retain up to 4 percent of the moneys collected pursuant to this
30 article for reasonable costs associated with the implementation
31 and enforcement of this article.

32 (2) Beginning July 1, 2022, the secretary may retain up to 2
33 percent of the moneys collected pursuant to this article for
34 reasonable costs associated with the implementation and
35 enforcement of this article.

36 14618. The secretary shall deposit all moneys received under
37 this article into the fund.

38 SEC. 4. Article 14.5 (commencing with Section 62215) is added
39 to Chapter 2 of Part 3 of Division 21 of the Food and Agricultural
40 Code, to read:

Article 14.5. Dairy Safe Drinking Water Fee

62215. (a) It is the intent of the Legislature that the dairy safe drinking water fee described in Section 62216 be paid for all milk produced in the state, regardless of grade.

(b) For purposes of this article, the following definitions apply:

(1) “Fee” means the dairy safe drinking water fee.

(2) “Fund” means the Safe and Affordable Drinking Water Fund established by Section 116767 of the Health and Safety Code.

(3) “Manufacturing milk” has the same meaning as defined in Section 32509.

(4) “Market milk” has the same meaning as defined in Section 32510.

(5) “Milk” includes market milk and manufacturing milk.

62216. (a) Beginning January 1, 2022, each handler, including a producer-handler, shall deduct the sum of one cent and three hundred fifty-five mills (\$0.01355) per hundredweight of milk from payments made to producers for milk, including the handler’s own production, as a dairy safe drinking water fee.

(b) The secretary shall adopt regulations necessary for the proper administration and enforcement of this section by January 1, 2022.

62217. (a) A handler shall pay the dairy safe drinking water fee to the secretary on or before the 45th day following the last day of the month in which the milk was received.

(b) The secretary shall deposit all moneys received under this article into the fund.

(c) (1) Except as provided in paragraph (2), the secretary may retain up to 4 percent of the total amount that is paid to the secretary pursuant to this article for reasonable costs of the secretary associated with the implementation and enforcement of this article.

(2) Beginning July 1, 2022, the secretary may retain up to 2 percent of the moneys collected pursuant to this article for reasonable costs of the secretary associated with the implementation and enforcement of this article.

(d) The secretary may require handlers, including cooperative associations acting as handlers, to make reports at any intervals

1 and in any detail that the secretary finds necessary for the accurate
2 collection of the fee.

3 (e) For the purposes of enforcing this article, the secretary,
4 through the secretary's duly authorized representatives and agents,
5 shall have access to the records of every producer and handler.
6 The secretary shall have at all times free and unimpeded access
7 to any building, yard, warehouse, store, manufacturing facility,
8 or transportation facility in which any milk or milk product is
9 produced, bought, sold, stored, bottled, handled, or manufactured.

10 (f) Any books, papers, records, documents, or reports made to,
11 acquired by, prepared by, or maintained by the secretary pursuant
12 to this article that would disclose any information about finances,
13 financial status, financial worth, composition, market share, or
14 business operations of any producer or handler, excluding
15 information that solely reflects transfers of production base and
16 pool quota among producers, is confidential and shall not be
17 disclosed to any person other than the person from whom the
18 information was received, except pursuant to the final order of a
19 court with jurisdiction, or as necessary for the proper
20 determination of any proceeding before the secretary.

21 SEC. 5. Chapter 4.6 (commencing with Section 116765) is
22 added to Part 12 of Division 104 of the Health and Safety Code,
23 to read:

24
25 *CHAPTER 4.6. SAFE AND AFFORDABLE DRINKING WATER*

26
27 *Article 1. Legislative Findings and Declarations*

28
29 116765. The Legislature finds and declares all of the following:

30 (a) Section 106.3 of the Water Code declares that it is the policy
31 of the state that every human being has the right to safe, clean,
32 affordable, and accessible water adequate for human consumption,
33 cooking, and sanitary purposes.

34 (b) For all public water systems, the operation and maintenance
35 costs to supply, treat, and distribute potable water that complies
36 with federal and state drinking water standards on a routine and
37 consistent basis may be significant.

38 (c) All community water systems are currently required to set,
39 establish, and charge a schedule of rates and fees that are sufficient
40 to recover the operation and maintenance costs required to supply,

1 *treat, and distribute potable water that complies with federal and*
2 *state drinking water standards on a routine and consistent basis.*

3 *(d) Hundreds of community water systems in the state cannot*
4 *charge rates and fees that are affordable and sufficient to recover*
5 *the full operation and maintenance costs required to supply, treat,*
6 *and distribute potable water that complies with federal and state*
7 *drinking water standards on a routine and consistent basis due to*
8 *a combination of low income levels of customers, high treatment*
9 *costs for contaminated water sources, and a lack of economies of*
10 *scale that result in high unit costs for water service. Many schools*
11 *that serve as their own regulated public water systems and have*
12 *contaminated water sources cannot afford the full operation and*
13 *maintenance costs required to provide water that meets federal*
14 *and state drinking water standards.*

15 *(e) Nearly all state or federal drinking water project funding*
16 *sources prohibit the use of that funding for operation and*
17 *maintenance costs, and as a result, those systems that cannot afford*
18 *required operation and maintenance costs are unable to access*
19 *funding for capital projects to meet federal and state drinking*
20 *water standards.*

21 *(f) As a result, hundreds of thousands of Californians,*
22 *particularly those living in small disadvantaged communities, may*
23 *be exposed to unsafe drinking water in their homes and schools,*
24 *which impacts human health, household costs, and community*
25 *economic development.*

26 *(g) A significant number of California residents rely on state*
27 *small water systems and domestic wells to provide their drinking*
28 *water.*

29 *(h) The state small water systems and individual domestic wells*
30 *face a serious threat of contamination because they often draw*
31 *their water from shallow groundwater sources and have fewer or*
32 *no chemical monitoring requirements.*

33 *(i) To ensure that the right of every Californian to safe, clean,*
34 *affordable, and accessible water adequate for human consumption,*
35 *cooking, and sanitary purposes is protected, it is in the interest of*
36 *the State of California to identify where Californians are at high*
37 *risk of lacking reliable access to safe drinking water or are known*
38 *to lack reliable access to safe drinking water, whether they rely*
39 *on a public water system, state small water system, or domestic*
40 *well for their potable water supply.*

1 (j) Long-term sustainability of drinking water infrastructure
2 and service provision is necessary to secure safe drinking water
3 for all Californians and therefore it is in the interest of the state
4 to discourage the proliferation of new, unsustainable public water
5 systems and state small water systems, to prevent waste, and to
6 encourage consolidation and service extension when feasible.

7 (k) It is in the interest of all Californians to establish a fund
8 with a stable source of revenue to provide financial support,
9 particularly for operation and maintenance, necessary to secure
10 access to safe drinking water for all Californians, while also
11 ensuring the long-term sustainability of drinking water service
12 and infrastructure.

13 (l) It is in the interest of all Californians that when funding is
14 available from other sources, including the General Fund, the fees
15 necessary to enact this statute be reduced.

16 116765.5. It is the intent of the Legislature that any interest
17 revenues from the Safe and Affordable Drinking Water Trust Fund
18 as well as revenue from fees deposited in the Safe and Affordable
19 Drinking Water Fund be available annually for the purposes of
20 this chapter.

21
22 Article 2. Definitions
23

24 116766. For the purposes of this chapter:

25 (a) “Administrator” has the same meaning as defined in Section
26 116686.

27 (b) “Board” means the State Water Resources Control Board.

28 (c) “Community water system” has the same meaning as defined
29 in Section 116275.

30 (d) “Disadvantaged community” has the same meaning as
31 defined in Section 116275.

32 (e) “Domestic well” means a groundwater well used to supply
33 water for the domestic needs of an individual residence or water
34 systems that are not public water systems and that have no more
35 than four service connections.

36 (f) “Eligible applicant” means a public water system, including,
37 but not limited to, a mutual water company; a public utility; a
38 public agency, including, but not limited to, a local educational
39 agency that owns or operates a public water system; a nonprofit
40 organization; a federally recognized Indian tribe; a state Indian

1 tribe listed on the Native American Heritage Commission's
2 California Tribal Consultation List; an administrator; or a
3 groundwater sustainability agency.

4 (g) "Fund" means the Safe and Affordable Drinking Water
5 Fund established pursuant to Section 116767.

6 (h) "Fund implementation plan" means the fund implementation
7 plan adopted pursuant to Section 116769.

8 (i) "Groundwater sustainability agency" has the same meaning
9 as defined in Section 10721 of the Water Code.

10 (j) "Low-income household" means a household with an income
11 that is less than 80 percent of the statewide median household
12 income.

13 (k) "Public water system" has the same meaning as defined in
14 Section 116275.

15 (l) "Replacement water" includes, but is not limited to, bottled
16 water, vended water, point-of-use, or point-of-entry treatment
17 units.

18 (m) "Safe drinking water" has the same meaning as defined in
19 Section 116681.

20 (n) "Service connection" has the same meaning as defined in
21 Section 116275.

22 (o) "State small water system" has the same meaning as defined
23 in Section 116275.

24 (p) "Vended water" has the same meaning as defined in Section
25 111070.

26 Article 3. Safe and Affordable Drinking Water Fund

27
28
29 116767. (a) The Safe and Affordable Drinking Water Fund is
30 hereby established in the State Treasury. Notwithstanding Section
31 13340 of the Government Code, all moneys in the fund are
32 continuously appropriated to the board without regard to fiscal
33 years, in accordance with this chapter. Moneys in the fund at the
34 close of the fiscal year shall remain in the fund and shall not revert
35 to the General Fund. Moneys in the fund shall not be available for
36 appropriation or borrowed for use for any purpose not established
37 in this chapter unless that use of the moneys receives an affirmative
38 vote of two-thirds of the membership in each house of the
39 Legislature.

1 (b) The board shall report annually in the Governor's budget
2 fund revenues, including interest revenues, expenditures, and fund
3 balances.

4 116768. (a) The board shall administer the fund for the
5 purposes of this chapter to provide a source of funding to secure
6 access to safe drinking water for all Californians, while also
7 ensuring the long-term sustainability of drinking water service
8 and infrastructure. The board shall prioritize the use of this funding
9 to assist disadvantaged communities and low-income households
10 served by a state small water system or a domestic well. In order
11 to maximize the use of other funding sources for capital
12 construction projects when available, the board shall prioritize
13 use of this funding for costs other than those related to capital
14 construction costs, except for capital construction costs associated
15 with consolidation and service extension to reduce the ongoing
16 unit cost of service and to increase sustainability of drinking water
17 infrastructure and service delivery. Beginning January 1, 2020,
18 an expenditure from the fund shall be consistent with the annual
19 fund implementation plan.

20 (b) In accordance with subdivision (a), the board shall expend
21 moneys in the fund for grants, loans, contracts, or services to assist
22 eligible applicants with any of the following:

23 (1) The provision of replacement water, as needed, to ensure
24 immediate protection of health and safety as a short-term solution.

25 (2) The development, implementation, and sustainability of
26 long-term drinking water solutions that include, but are not limited
27 to, the following:

28 (A) Technical assistance, planning, construction, repair, and
29 operation and maintenance costs associated with replacing,
30 blending, or treating contaminated drinking water or with fixing
31 failing water systems, pipes, or fixtures. Technical assistance and
32 planning costs may include, but are not limited to, analyses to
33 identify, and efforts to further, opportunities to reduce the unit
34 cost of providing drinking water through organizational and
35 operational efficiency improvements, system consolidation and
36 service extension, implementation of new technology, and other
37 options and approaches to reduce costs.

38 (B) Operations and maintenance costs associated with
39 consolidated water systems, extended drinking water services, or
40 reliance on a substituted drinking water source.

1 (C) Creating and maintaining natural means and green
2 infrastructure solutions that contribute to sustainable drinking
3 water.

4 (D) Consolidating water systems.

5 (E) Extending drinking water services to other public water
6 systems, domestic wells, or state small water systems.

7 (F) The satisfaction of outstanding long-term debt obligations
8 of public water systems where the board determines that a system's
9 lack of access to capital markets renders this solution the most
10 cost effective for removing a financial barrier to the system's
11 sustainable, long-term provision of drinking water.

12 (3) Identifying and providing outreach to Californians who are
13 eligible to receive assistance from the fund.

14 (4) Testing the drinking water quality of domestic wells serving
15 low-income households in high-risk areas identified pursuant to
16 Article 4 (commencing with Section 116770).

17 (5) The provision of administrative and managerial services
18 under Section 116686.

19 (6) Provision of wastewater treatment plant operations and
20 maintenance for areas in which polluted water originates from
21 outside the state.

22 (c) The board may expend moneys from the fund for reasonable
23 costs associated with administration of the fund. Beginning July
24 1, 2022, the board may expend no more than 5 percent of the
25 annual revenues from the fund for reasonable costs associated
26 with administration of the fund.

27 (d) The board may undertake any of the following actions to
28 implement the fund:

29 (1) Provide for the deposit of any of the following moneys into
30 the fund:

31 (A) Federal contributions.

32 (B) Voluntary contributions, gifts, grants, or bequests.

33 (2) Enter into agreements for contributions to the fund from the
34 federal government, local or state agencies, and private
35 corporations or nonprofit organizations.

36 (3) Provide for appropriate audit, accounting, and fiscal
37 management services, plans, and reports relative to the fund.

38 (4) Direct portions of the fund to a subset of eligible applicants
39 as required or appropriate based on funding source and consistent
40 with the annual fund implementation plan.

1 (5) Direct moneys deposited into the fund described in
2 subparagraph (B) of paragraph (1) towards a specific project,
3 program, or study.

4 (6) Take additional action as may be appropriate for adequate
5 administration and operation of the fund.

6 (e) In administering the fund, the board shall make reasonable
7 efforts to ensure both of the following:

8 (1) That funds are used to secure the long-term sustainability
9 of drinking water service and infrastructure, including, but not
10 limited to, requiring adequate technical, managerial, and financial
11 capacity of eligible applicants as part of funding agreement
12 outcomes. Funding shall be prioritized to implement consolidations
13 and service extensions when feasible, and administrative and
14 managerial contracts or grants entered into pursuant to Section
15 116686 where applicable. Funds shall not be used to delay,
16 prevent, or avoid the consolidation or extension of service to public
17 water systems where it is feasible and the least-cost alternative.
18 The board may set appropriate requirements as a condition of
19 funding, including, but not limited to, a system technical,
20 managerial, or financial capacity audit, improvements to reduce
21 costs and increase efficiencies, an evaluation of alternative
22 treatment technologies, and a consolidation or service extension
23 feasibility study. As a condition of funding, the board may require
24 a domestic well with nitrate contamination where ongoing septic
25 system failure may be causing or contributing to contamination
26 of a drinking water source to conduct an investigation and project
27 to address the septic system failure if adequate funding sources
28 are identified and accessible.

29 (2) That funds are not used to subsidize large-scale nonpotable
30 use.

31 (f) In administering the fund, the board shall ensure that all
32 moneys deposited into the fund from the safe drinking water fee
33 for nondairy confined animal facilities pursuant to Article 10.5
34 (commencing with Section 595) of Chapter 3 of Part 1 of Division
35 1 of the Food and Agricultural Code, the fertilizer safe drinking
36 water fee pursuant to Article 6.5 (commencing with Section 14615)
37 of Chapter 5 of Division 7 of the Food and Agricultural Code, and
38 the dairy safe drinking water fee pursuant to Article 14.5
39 (commencing with Section 62215) of Chapter 2 of Part 3 of

1 Division 21 of the Food and Agricultural Code shall be used to
2 address nitrate-related contamination issues.

3 (g) At least once every 10 years, the board shall conduct a public
4 review and assessment of the fund to determine all of the following:

5 (1) The effectiveness of the fund in securing access to safe
6 drinking water for all Californians, while also ensuring the
7 long-term sustainability of drinking water service and
8 infrastructure.

9 (2) If the fees deposited into the fund have been appropriately
10 expended.

11 (3) For community water systems that have received funding
12 for 10 years or more and for which self-sufficiency has not been
13 achieved, the actions that have been taken, the reasons why
14 self-sufficiency has not been achieved, and, if available, ways in
15 which the community water system may become self-sufficient.

16 (4) What other actions are necessary to carry out the purposes
17 of this chapter.

18 (h) Neither the board nor any employee of the board may be
19 held liable for any act that is necessary to carry out the purposes
20 of this chapter. The board or any authorized person shall not be
21 deemed to have incurred or to be required to incur any obligation
22 to provide additional funding or undertake additional action solely
23 as a result of having undertaken an action pursuant to this chapter.

24 (i) (1) The board shall convene an environmental justice
25 advisory committee, for the purposes of this section, consisting of
26 at least three members, to advise it in conducting the public review
27 and assessment pursuant to subdivision (g) and any other pertinent
28 matter in implementing this chapter. The advisory committee shall
29 be comprised of representatives from communities in the state with
30 the most significant exposure to water pollution, including, but
31 not limited to, communities with minority populations or
32 low-income populations, or both.

33 (2) The board shall appoint committee members to the
34 environmental justice advisory committee from nominations
35 received from environmental justice organizations and community
36 groups.

37 (3) The board shall provide reasonable per diem for attendance
38 at environmental justice advisory committee meetings by committee
39 members from nonprofit organizations.

1 116769. By July 1 of each year, the board shall do all of the
2 following:

3 (a) Prepare and make available a report of expenditures from
4 the fund.

5 (b) Adopt, after a public hearing, an assessment of funding need,
6 based on available data, that includes all of the following:

7 (1) Identification of systems and populations potentially in need
8 of assistance, including, but not limited to, all of the following:

9 (A) A list of systems that consistently fail to provide an adequate
10 supply of safe drinking water. The list shall include all of the
11 following:

12 (i) Any public water system that consistently fails to provide an
13 adequate supply of safe drinking water.

14 (ii) Any community water system that serves a disadvantaged
15 community that must charge fees that exceed the affordability
16 threshold established in the board's Safe Drinking Water State
17 Revolving Fund Intended Use Plan in order to supply, treat, and
18 distribute potable water that complies with federal and state
19 drinking water standards.

20 (iii) Any state small water system that consistently fails to
21 provide an adequate supply of safe drinking water.

22 (B) A list of programs that assist, or that will assist, households
23 supplied by a domestic well that consistently fails to provide an
24 adequate supply of safe drinking water. This list shall include the
25 number and approximate location of households served by each
26 program without identifying exact addresses or other personal
27 information.

28 (C) A list of public water systems and state small water systems
29 that may be at risk of failing to provide an adequate supply of safe
30 drinking water.

31 (D) An estimate of the number of households that are served by
32 domestic wells or state small water systems in high-risk areas
33 identified pursuant to Article 4 (commencing with Section 116770).
34 The estimate shall identify approximate locations of households,
35 without identifying exact addresses or other personal information,
36 in order to identify potential target areas for outreach and
37 assistance programs.

38 (2) An analysis of anticipated funding, per contaminant, needed
39 for known projects, services, or programs by eligible applicants,
40 consistent with the fund implementation plan, including any funding

1 needed for existing long-term funding commitments from the fund.
2 The board shall identify and consider other existing funding
3 sources able to support any projects, services, or programs
4 identified, including, but not limited to, local funding capacity,
5 state or federal funding sources for capital projects, funding from
6 responsible parties, and specialized funding sources contributing
7 to the fund.

8 (3) An estimate of the funding needed for the next fiscal year
9 based on the amount available in the fund, anticipated funding
10 needs, other existing funding sources, and other relevant data and
11 information.

12 (c) (1) Adopt, after a public hearing, a fund implementation
13 plan and policy handbook with priorities and guidelines for
14 expenditures of the fund.

15 (2) The board shall work with a multistakeholder advisory group
16 to establish priorities and guidelines for the fund implementation
17 plan and policy handbook. The multistakeholder advisory group
18 shall be open to participation by all of the following:

19 (A) Representatives of entities paying into the fund.

20 (B) Public water systems.

21 (C) Technical assistance providers.

22 (D) Local agencies.

23 (E) Nongovernmental organizations.

24 (F) Residents served by community water systems in
25 disadvantaged communities, state small water systems, and
26 domestic wells.

27 (G) The public.

28 (3) The adoption of a fund implementation plan and policy
29 handbook and the implementation of the fund pursuant to the policy
30 handbook are not subject to the Administrative Procedure Act
31 (Chapter 3.5 (commencing with Section 11340) of Part 1 of
32 Division 3 of Title 2 of the Government Code).

34 Article 4. Information on High-risk Areas

35
36 116770. (a) (1) By January 1, 2021, the board, in consultation
37 with local health officers and other relevant stakeholders, shall
38 use available data to make available a map of aquifers that are at
39 high risk of containing contaminants and that exceed primary
40 federal and state drinking water standards that are used or likely

1 to be used as a source of drinking water for a state small water
2 system or a domestic well. The board shall update the map at least
3 annually based on any newly available data.

4 (2) The board shall make the map of high-risk areas, as well as
5 the data used to make the map, publicly accessible on its internet
6 website in a manner that does not identify exact addresses or other
7 personal information and that complies with the Information
8 Practices Act of 1977 (Chapter 1 (commencing with Section 1798)
9 of Title 1.8 of Part 4 of Division 3 of the Civil Code). The board
10 shall notify local health officers and county planning agencies of
11 high-risk areas within their jurisdictions.

12 (b) (1) By January 1, 2021, a local health officer or other
13 relevant local agency shall provide to the board all results of, and
14 data associated with, water quality testing performed by certified
15 laboratories for a state small water system or domestic well that
16 was collected after January 1, 2015, and that is in the possession
17 of the local health officer or other relevant local agency.

18 (2) By January 1, 2022, and by January 1 of each year
19 thereafter, all results of, and data associated with, water quality
20 testing performed by a certified laboratory for a state small water
21 system or domestic well that is submitted to a local health officer
22 or other relevant local agency shall also be submitted directly to
23 the board in electronic format.

24 (c) A map of high-risk areas developed pursuant to this article
25 is not subject to the Administrative Procedure Act (Chapter 3.5
26 (commencing with Section 11340) of Part 1 of Division 3 of Title
27 2 of the Government Code).

28
29 Article 5. Safe and Affordable Drinking Water Fee
30

31 116771. (a) The board shall adopt, by regulation, a schedule
32 of fees as authorized by this section. Fees adopted shall not exceed
33 _____. The regulations may include provisions concerning the
34 administration and collection of the fees.

35 (b) (1) Except as provided in paragraph (2), the regulations
36 adopted pursuant to this section, any amendment to these
37 regulations, or subsequent adjustments to the annual fees, the
38 board shall adopt as emergency regulations in accordance with
39 Chapter 3.5 (commencing with Section 11340) of Part 1 of Division
40 3 of Title 2 of the Government Code. The adoption of these

1 regulations is an emergency and the Office of Administrative Law
2 shall consider the adoption of the regulations as necessary for the
3 immediate preservation of the public peace, health, safety, and
4 general welfare.

5 (2) The board shall adopt the initial regulations to implement
6 this section in accordance with Chapter 3.5 (commencing with
7 Section 11340) of Part 1 of Division 3 of Title 2 of the Government
8 Code and may not rely on the statutory declaration of emergency
9 in paragraph (1).

10 (3) Any emergency regulations adopted by the board or
11 adjustments to the fees made by the board pursuant to this section
12 shall not be subject to review by the Office of Administrative Law
13 and shall remain in effect until revised by the board.

14 (c) Fees collected pursuant to this section shall be deposited in
15 the fund.

16 116772. (a) The Legislative Analyst shall report to the
17 Legislature and the board if the Legislative Analyst determines,
18 on or before January 1, 2023, that at least three billion dollars
19 (\$3,000,000,000) has been made available in an interest bearing
20 account in the State Treasury with a goal of at least one hundred
21 million dollars (\$100,000,000) in interest revenues per year
22 available for the purposes of the fund.

23 (b) (1) A report to be submitted pursuant to subdivision (a)
24 shall be submitted in compliance with Section 9795 of the
25 Government Code.

26 (2) Pursuant to Section 10231.5 of the Government Code, this
27 section is repealed on January 1, 2027.

28 (c) This article shall become inoperative upon the Legislative
29 Analyst submitting a report pursuant to subdivision (a), and, as
30 of January 1, of the year following that determination, is repealed.

31 32 Article 6. Regional Distribution

33 116773. (a) The Legislature finds and declares as follows:

34 (1) Water quality problems occur in all areas of the state,
35 including rural and urban areas.

36 (2) In particular, aging school infrastructure, including lead
37 pipes, puts at risk thousands of children per year.

38 (b) It is the intent of the Legislature to establish a region specific
39 program to address the purposes of this chapter.
40

1 (c) The board may distribute funds for any purpose of this
2 chapter through its drinking water regional offices, as follows:

3 (1) ____.

4 (d) The board shall not distribute more than 20 percent of the
5 annual expenditures from the fund pursuant to subdivision (c).

6 SEC. 6. Chapter 4.7 (commencing with Section 116774) is
7 added to Part 12 of Division 104 of the Health and Safety Code,
8 to read:

9
10 *CHAPTER 4.7. SAFE AND AFFORDABLE DRINKING WATER TRUST*
11 *FUND*
12

13 116774. (a) The Safe and Affordable Drinking Water Trust
14 Fund is hereby established within the State Treasury. It is the intent
15 of the Legislature that moneys in the trust fund remain for the
16 purposes of the trust in perpetuity.

17 (b) Moneys held in the trust fund shall be invested by the
18 Treasurer, in consultation with the Director of Finance and the
19 Controller, in investments authorized by Section 16430 of the
20 Government Code.

21 (c) Investment income derived from the trust fund is hereby
22 transferred on January 1 of each year to the Safe and Affordable
23 Drinking Water Fund, established by Section 116767 for the
24 purposes of Chapter 4.6 (commencing with Section 116765).

25 116774.1. The sum of two hundred million dollars
26 (\$200,000,000) shall be transferred to the trust fund by the
27 Legislature each year for five years for the purpose of establishing
28 a one-billion-dollar (\$1,000,000,000) trust fund to derive interest
29 revenues to fund Chapter 4.6 (commencing with Section 116765).

30 SEC. 7. No reimbursement is required by this act pursuant to
31 Section 6 of Article XIII B of the California Constitution for certain
32 costs that may be incurred by a local agency or school district
33 because, in that regard, this act creates a new crime or infraction,
34 eliminates a crime or infraction, or changes the penalty for a crime
35 or infraction, within the meaning of Section 17556 of the
36 Government Code, or changes the definition of a crime within the
37 meaning of Section 6 of Article XIII B of the California
38 Constitution.

39 However, if the Commission on State Mandates determines that
40 this act contains other costs mandated by the state, reimbursement

1 *to local agencies and school districts for those costs shall be made*
2 *pursuant to Part 7 (commencing with Section 17500) of Division*
3 *4 of Title 2 of the Government Code.*

4 SECTION 1. Chapter 4.6 (commencing with Section 116765)
5 is added to Part 12 of Division 104 of the Health and Safety Code,
6 to read:

7
8 ~~CHAPTER 4.6. SAFE AND AFFORDABLE DRINKING WATER~~
9

10 ~~116765. The Safe and Affordable Drinking Water Fund is~~
11 ~~hereby established in the State Treasury. Moneys in the fund shall~~
12 ~~be available to the State Water Resources Control Board, upon~~
13 ~~appropriation by the Legislature, for the purposes of this chapter~~
14 ~~to provide a stable source of funding to secure access to safe~~
15 ~~drinking water for all Californians, while also ensuring the~~
16 ~~long-term sustainability of drinking water service and~~
17 ~~infrastructure.~~



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: City Council Member Requested Agenda Item - Consider Resolution of Support for H.R. 6: American Dream and Promise Act of 2019

SOURCE: City Manager's Office

COMMENT: City Council Member Peñaloza has requested that the Council consider a Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019", as a Scheduled Matter at its next regularly scheduled meeting.

RECOMMENDATION: That the City Council approve Council Member Peñaloza's request to consider a Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019," as a Scheduled Matter at its next regularly scheduled meeting.

ATTACHMENTS:

1. Example Resolution of Support for H.R. 6 - American Dream and Promise Act of 2019
2. HR 6 Bill Text - American Dream and Promise Act of 2019

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

WHEREAS, any official position of the City of Porterville with respect to legislation, rules, regulations, or policies proposed to or pending before a local, state or federal governmental body or agency must have first been adopted in the form of a Resolution by the City Council with the concurrence of the Mayor; and

WHEREAS: Congressional efforts to provide a permanent solution for unauthorized youth has been pending in Congress since 2001, with the introduction of bipartisan legislation, the Student Adjustment Act of 2001 which continued to be introduced consecutively in legislative sessions with bipartisan support and later morphed into the original version of the Development, Relief, and Education for Alien Minors (DREAM Act); and

WHEREAS: Since its original introduction, the DREAM Act aimed to provide a multi-phase process for qualifying undocumented immigrant youth to seek conditional residency status and a path to citizenship. Requirements to qualify for such relief have changed throughout time and various provisions have expanded with each introduction to ensure that most youth are included; and

WHEREAS: The DREAM Act has been up for debate and has been brought to Congress Floor for a vote multiple times as a stand alone bill, and has also been incorporated into other immigration related bills, including the Comprehensive Immigration Reform Act; and

WHEREAS: Frustrated by the unwillingness of Congress to pass a legislative solution granting relief to immigrant youth, President Barack Obama issued an executive order on June 15, 2012 that created the Deferred Action for Childhood Arrivals (DACA) program temporarily halting the deportation of undocumented immigrant youth who matched certain criteria included in the most recent proposed DREAM Act bills; and

WHEREAS: California has by far the largest number of potential beneficiaries under the DREAM ACT with 553,000¹, and the largest population of current youth protected under DACA, approximately 200,000²; and

WHEREAS: On September 5, 2017, under the Trump administration, then Acting Secretary of Homeland Security Elaine Duke rescinded the 2012 DACA memorandum, effective immediately, which initiated a wind down phase of the program. This eliminated the opportunity to submit new DACA applications and for DACA beneficiaries to be granted advance parole; and

¹ <https://www.migrationpolicy.org/pubs/DREAM-Insight-July2010.pdf>

² <https://www.migrationpolicy.org/programs/data-hub/deferred-action-childhood-arrivals-daca-profiles>

WHEREAS: Multiple lawsuits followed Trump's announcement challenging his efforts to terminate the program, resulting in five court cases on DACA and an injunction allowing for renewals only; and

WHEREAS: The attacks of the Trump Administration also included immigrants with Temporary Protected Status (TPS) a program established by Congress through the Immigration Act of 1990. Currently, there are a total of 10 countries under TPS designation; and

WHEREAS: Approximately 436,866 TPS holders live in the United States, with the largest groups located in California approximately 80,636 individuals; and

WHEREAS: The TPS program is another component of our legal immigration system which came under attack by the Trump Administration, when it terminated or redesignated countries that remain unstable, and such actions left beneficiaries in limbo with unknown futures; and

NOW, THEREFORE, BE IT RESOLVED, with the concurrence of the Mayor, that by the adoption of this Resolution, the City of Porterville hereby includes in its 2018-19 Federal Legislative Program SUPPORT for the DREAM and Promise Act (H.R.6) to urge the Congress of the United States to pass legislation that provides a permanent solution for immigrant youth and those protected under TPS and DED.; and BE IT FURTHER RESOLVED that the Chief Legislative Analyst transmit copies of this resolution to the President and the Vice President of the United States, to the Speaker of the House of Representatives Nancy Pelosi, to the Senate Majority Leader Mitch McConnell, and to each Senator and Representative from California in the Congress of the United States.

116TH CONGRESS
1ST SESSION

H. R. 6

To authorize the cancellation of removal and adjustment of status of certain
aliens, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 12, 2019

Ms. ROYBAL-ALLARD (for herself, Ms. VELÁZQUEZ, Ms. CLARKE of New York, Mr. AGUILAR, Ms. BARRAGÁN, Mr. CARBAJAL, Mr. CÁRDENAS, Mr. CASTRO of Texas, Mr. CISNEROS, Mr. CORREA, Mr. COSTA, Ms. ESCOBAR, Mr. ESPAILLAT, Mr. GALLEGO, Mr. GARCÍA of Illinois, Ms. GARCIA of Texas, Mr. GOMEZ, Mr. GONZALEZ of Texas, Mr. GRIJALVA, Mr. LEVIN of California, Mr. LUJÁN, Ms. MUCARSEL-POWELL, Mrs. NAPOLITANO, Ms. OCASIO-CORTEZ, Mr. RUIZ, Mr. SABLAN, Mr. SAN NICOLAS, Ms. SÁNCHEZ, Mr. SERRANO, Mr. SIRES, Mr. SOTO, Ms. TORRES SMALL of New Mexico, Mrs. TORRES of California, Mrs. TRAHAN, Mr. VARGAS, Mr. VELA, Ms. ADAMS, Mr. ALLRED, Ms. BASS, Mr. BERA, Mr. BEYER, Mr. BLUMENAUER, Ms. BLUNT ROCHIESTER, Ms. BONAMICI, Mr. BRENDAN F. BOYLE of Pennsylvania, Mr. BROWN of Maryland, Ms. BROWNLEY of California, Mrs. BUSTOS, Mr. BUTTERFIELD, Mr. CARSON of Indiana, Mr. CASTEN of Illinois, Ms. CASTOR of Florida, Ms. JUDY CHU of California, Mr. CICILLINE, Ms. CLARK of Massachusetts, Mr. CLAY, Mr. CLEAVER, Mr. CLYBURN, Mr. COHEN, Mr. CONNOLLY, Mr. COOPER, Mr. COURTNEY, Mr. COX of California, Mr. CRIST, Mr. CROW, Mr. CUMMINGS, Mr. DANNY K. DAVIS of Illinois, Mrs. DAVIS of California, Ms. DEAN, Mr. DEFazio, Ms. DEGETTE, Ms. DELAURO, Ms. DELBENE, Mr. DELGADO, Mrs. DEMINGS, Mr. DESAULNIER, Mr. DEUTCH, Mrs. DINGELL, Mr. DOGGETT, Mr. MICHAEL F. DOYLE of Pennsylvania, Mr. ENGEL, Ms. ESHOO, Mr. EVANS, Mrs. FLETCHER, Ms. FRANKEL, Ms. FUDGE, Ms. GABBARD, Mr. GARAMENDI, Mr. GREEN of Texas, Ms. HAALAND, Mr. HARDER of California, Mr. HASTINGS, Mrs. HAYES, Mr. HECK, Mr. HIGGINS of New York, Ms. HILL of California, Mr. HIMES, Mr. HORSFORD, Ms. HOULAHAN, Mr. HOYER, Mr. HUFFMAN, Ms. JACKSON LEE, Ms. JAYAPAL, Mr. JEFFRIES, Ms. JOHNSON of Texas, Mr. JOHNSON of Georgia, Mr. KEATING, Ms. KELLY of Illinois, Mr. KENNEDY, Mr. KHANNA, Mr. KILDEE, Mr. KILMER, Mr. KIM, Mr. KIND, Mrs. KIRKPATRICK, Mr. KRISHNAMOORTHY, Ms. KUSTER of New Hampshire, Mr. LANGEVIN, Mr. LARSEN of Washington, Mr. LARSON of Connecticut, Mrs. LAWRENCE, Mr. LAWSON of Florida, Ms. LEE of California, Mrs. LEE of Nevada, Mr.

LEVIN of Michigan, Mr. LEWIS, Mr. TED LIEU of California, Mr. LIPINSKI, Ms. LOFGREN, Mr. LOWENTHAL, Mrs. LOWEY, Mrs. LURIA, Mr. MALINOWSKI, Mrs. CAROLYN B. MALONEY of New York, Mr. SEAN PATRICK MALONEY of New York, Ms. MATSUI, Ms. MCCOLLUM, Mr. MCEACHIN, Mr. MCGOVERN, Mr. MCNERNEY, Mr. MEEKS, Ms. MENG, Ms. MOORE, Mr. MOULTON, Mr. NADLER, Mr. NEAL, Mr. NEGUSE, Mr. NORCROSS, Ms. NORTON, Mr. O'HALLERAN, Ms. OMAR, Mr. PALLONE, Mr. PANETTA, Mr. PAPPAS, Mr. PASCRELL, Mr. PAYNE, Ms. PELOSI, Mr. PERLMUTTER, Mr. PETERS, Ms. PINGREE, Ms. PLASKETT, Mr. POCAN, Ms. PRESSLEY, Mr. PRICE of North Carolina, Mr. QUIGLEY, Mr. RASKIN, Miss RICE of New York, Mr. RICHMOND, Mr. ROUDA, Mr. RUPPERSBERGER, Mr. RUSH, Mr. SARBANES, Ms. SCANLON, Ms. SCHAKOWSKY, Mr. SCHIFF, Mr. SCHNEIDER, Mr. SCHRADER, Ms. SCHRIER, Mr. SCOTT of Virginia, Ms. SEWELL of Alabama, Ms. SILALALA, Mr. SHERMAN, Mr. SMITH of Washington, Mr. STANTON, Mr. SUOZZI, Mr. SWALWELL of California, Mr. TAKANO, Mr. THOMPSON of Mississippi, Mr. THOMPSON of California, Ms. TITUS, Ms. TLAIB, Mr. TONKO, Mr. TRONE, Ms. UNDERWOOD, Mr. VEASEY, Ms. WASSERMAN SCHULTZ, Ms. WATERS, Mrs. WATSON COLEMAN, Mr. WELCH, Ms. WEXTON, Ms. WILD, Ms. WILSON of Florida, Mr. YARMUTH, and Mr. CUELLAR) introduced the following bill; which was referred to the Committee on the Judiciary, and in addition to the Committee on Education and Labor, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

A BILL

To authorize the cancellation of removal and adjustment of status of certain aliens, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
 2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “American Dream and
 5 Promise Act of 2019”.

6 **SEC. 2. TABLE OF CONTENTS.**

7 The table of contents of this Act is as follows:

Sec. 1. Short title.

Sec. 2. Table of contents.

TITLE I—DREAM ACT OF 2019

- Sec. 101. Short title.
- Sec. 102. Permanent resident status on a conditional basis for certain long-term residents who entered the United States as children.
- Sec. 103. Terms of permanent resident status on a conditional basis.
- Sec. 104. Return to previous immigration status.
- Sec. 105. Removal of conditional basis of permanent resident status.
- Sec. 106. Restoration of State option to determine residency for purposes of higher education benefits.

TITLE II—AMERICAN PROMISE ACT OF 2019

- Sec. 201. Short title.
- Sec. 202. Adjustment of status for certain nationals of certain countries designated for temporary protected status or deferred enforced departure.
- Sec. 203. Reporting requirements regarding future discontinued eligibility of aliens from countries currently listed under temporary protected status.
- Sec. 204. Waiver of certain language requirements.
- Sec. 205. Clarification of inspection and admission under temporary protected status.

TITLE III—GENERAL PROVISIONS

- Sec. 301. Definitions.
- Sec. 302. Limitation on removal; application and fee exemption; waiver of grounds for inadmissibility and other conditions on eligible individuals.
- Sec. 303. Determination of continuous presence.
- Sec. 304. Exemption from numerical limitations.
- Sec. 305. Availability of administrative and judicial review.
- Sec. 306. Documentation requirements.
- Sec. 307. Rule making.
- Sec. 308. Confidentiality of information.
- Sec. 309. Grant program to assist eligible applicants.
- Sec. 310. Provisions affecting eligibility for adjustment of status.

1 **TITLE I—DREAM ACT OF 2019**

2 **SEC. 101. SHORT TITLE.**

3 This title may be cited as the “Dream Act of 2019”.

1 **SEC. 102. PERMANENT RESIDENT STATUS ON A CONDI-**
2 **TIONAL BASIS FOR CERTAIN LONG-TERM**
3 **RESIDENTS WHO ENTERED THE UNITED**
4 **STATES AS CHILDREN.**

5 (a) **CONDITIONAL BASIS FOR STATUS.**—Notwith-
6 standing any other provision of law, and except as pro-
7 vided in section 105(c)(2), an alien shall be considered,
8 at the time of obtaining the status of an alien lawfully
9 admitted for permanent residence under this section, to
10 have obtained such status on a conditional basis subject
11 to the provisions of this title.

12 (b) **REQUIREMENTS.**—

13 (1) **IN GENERAL.**—Notwithstanding any other
14 provision of law, the Secretary or the Attorney Gen-
15 eral shall cancel the removal of, and adjust to the
16 status of an alien lawfully admitted for permanent
17 residence on a conditional basis, or without the con-
18 ditional basis as provided in section 105(c)(2), an
19 alien who is inadmissible or deportable from the
20 United States if—

21 (A) the alien has been continuously phys-
22 ically present in the United States since the
23 date that is 4 years before the date of the en-
24 actment of this Act;

1 (B) the alien was younger than 18 years of
2 age on the date on which the alien initially en-
3 tered the United States;

4 (C) subject to sections 301(b) and 302(d),
5 the alien—

6 (i) is not inadmissible under para-
7 graph (2), (3), (6)(E), (6)(G), (8),
8 (10)(A), (10)(C), (10)(D), or (10)(E) of
9 section 212(a) of the Immigration and Na-
10 tionality Act (8 U.S.C. 1182(a));

11 (ii) has not ordered, incited, assisted,
12 or otherwise participated in the persecution
13 of any person on account of race, religion,
14 nationality, membership in a particular so-
15 cial group, or political opinion; and

16 (iii) excluding any offense under State
17 law for which an essential element is the
18 alien's immigration status, and any minor
19 traffic offense, has not been convicted of—

20 (I) any offense under Federal or
21 State law that is punishable by a
22 maximum term of imprisonment of
23 more than 1 year;

24 (II) 3 or more offenses under
25 Federal or State law for which the

1 alien was convicted on different dates
2 for each of the 3 offenses and impris-
3 oned for an aggregate of 90 days or
4 more; or

5 (III) a crime of domestic vio-
6 lence, unless—

7 (aa) the alien demonstrates
8 that such crime is related to the
9 alien having been—

10 (AA) a victim of domes-
11 tic violence, sexual assault,
12 stalking, child abuse or ne-
13 glect, abuse or neglect in
14 later life, or human traf-
15 ficking;

16 (BB) battered or sub-
17 jected to extreme cruelty; or

18 (CC) a victim of crimi-
19 nal activity described in sec-
20 tion 101(a)(15)(U)(iii) of
21 the Immigration and Na-
22 tionality Act (8 U.S.C.
23 1101(a)(15)(U)(iii)); or

24 (bb) the Secretary, in the
25 discretion of the Secretary,

1 waives this subclause for humani-
2 tarian purposes, for family unity,
3 or because the waiver is other-
4 wise in the public interest; and

5 (D) the alien—

6 (i) has been admitted to an institution
7 of higher education;

8 (ii) in the United States, has—

9 (I) earned a high school diploma
10 or a commensurate alternative award
11 from a public or private high school;

12 (II) obtained the General Edu-
13 cation Development credential;

14 (III) obtained a high school
15 equivalency diploma recognized under
16 State law; or

17 (IV) obtained a recognized post-
18 secondary credential; or

19 (iii) is enrolled in secondary school or
20 in an education program assisting students
21 in—

22 (I) obtaining a regular high
23 school diploma or its recognized equiv-
24 alent under State law;

(II) passing the General Education Development test, a high school equivalence diploma examination, or other similar State-authorized exam;

(III) obtaining a certificate or credential from an area career and technical education school providing education at the secondary level; or

(IV) obtaining a recognized post-secondary credential.

(2) DACA RECIPIENTS.—The Secretary or the Attorney General shall cancel the removal of, and adjust to the status of an alien lawfully admitted for permanent residence on a conditional basis, or without the conditional basis as provided in section 105(c)(2), an alien who—

(A) was granted DACA, unless the alien has become ineligible for DACA renewal; or

(B) was never granted DACA, but would have been eligible for such a grant pursuant to the terms of the Deferred Action for Childhood Arrivals policy announced by the Secretary of Homeland Security on June 15, 2012, in place before it was rescinded on Sept. 5, 2017.

1 (3) APPLICATION FEE.—The Secretary may,
2 subject to an exemption under section 302(c), re-
3 quire an alien applying under this section to pay a
4 reasonable fee that is commensurate with the cost of
5 processing the application but does not exceed
6 \$495.00.

7 (4) SUBMISSION OF BIOMETRIC AND BIO-
8 GRAPHIC DATA.—The Secretary may not grant an
9 alien permanent resident status on a conditional
10 basis under this section unless the alien submits bio-
11 metric and biographic data, in accordance with pro-
12 cedures established by the Secretary. The Secretary
13 shall provide an alternative procedure for aliens who
14 are unable to provide such biometric or biographic
15 data because of a physical impairment.

16 (5) BACKGROUND CHECKS.—

17 (A) REQUIREMENT FOR BACKGROUND
18 CHECKS.—The Secretary shall utilize biometric,
19 biographic, and other data that the Secretary
20 determines appropriate—

21 (i) to conduct security and law en-
22 forcement background checks of an alien
23 seeking permanent resident status on a
24 conditional basis under this section; and

1 (ii) to determine whether there is any
2 criminal, national security, or other factor
3 that would render the alien ineligible for
4 such status.

5 (B) COMPLETION OF BACKGROUND
6 CHECKS.—The security and law enforcement
7 background checks of an alien required under
8 subparagraph (A) shall be completed, to the
9 satisfaction of the Secretary, before the date on
10 which the Secretary grants such alien perma-
11 nent resident status on a conditional basis
12 under this section.

13 (6) MILITARY SELECTIVE SERVICE.—An alien
14 applying for permanent resident status on a condi-
15 tional basis under this section, or without the condi-
16 tional basis as provided in section 105(c)(2), shall
17 establish that the alien has registered under the
18 Military Selective Service Act (50 U.S.C. 3801 et
19 seq.), if the alien is subject to registration under
20 such Act.

21 (7) CRIME OF DOMESTIC VIOLENCE DE-
22 FINED.—For purposes of paragraph (1)(C)(iii)(III),
23 the term “crime of domestic violence” means any of-
24 fense that has as an element the use, attempted use,
25 or threatened use of physical force against a person

1 committed by a current or former spouse of the per-
2 son, by an individual with whom the person shares
3 a child in common, by an individual who is cohab-
4 iting with or has cohabited with the person as a
5 spouse, by an individual similarly situated to a
6 spouse of the person under the domestic or family
7 violence laws of the jurisdiction where the offense oc-
8 curs, or by any other individual against a person
9 who is protected from that individual's acts under
10 the domestic or family violence laws of the United
11 States or any State, Indian tribal government, or
12 unit of local government.

13 (c) LIMITATION ON REMOVAL OF CERTAIN ALIEN
14 MINORS; TREATMENT OF CERTAIN REMOVED OR DE-
15 PARTED ALIENS.—

16 (1) CERTAIN ALIEN MINORS.—

17 (A) STAY OF REMOVAL.—The Attorney
18 General shall stay the removal proceedings of
19 an alien who meets all the requirements under
20 subparagraphs (A), (B), and (C) of subsection
21 (b)(1), subject to sections 301(b) and 302(d),
22 and is not older than 18 years of age.

23 (B) COMMENCEMENT OF REMOVAL PRO-
24 CEEDINGS.—The Secretary may not commence

1 removal proceedings for an alien described in
2 subparagraph (A).

3 (C) LIFT OF STAY.—The Secretary or At-
4 torney General may not lift the stay granted to
5 an alien under subparagraph (A) unless the
6 alien ceases to meet the requirements under
7 such subparagraph.

8 (2) ELIGIBILITY OF REMOVED OR VOLUNTARILY
9 DEPARTED ALIENS.—An alien who was removed or
10 permitted to depart voluntarily from the United
11 States on or after January 20, 2017, may apply for
12 relief under this section from abroad if—

13 (A) the alien meets all the requirements
14 under subparagraphs (B) and (C) of subsection
15 (b)(1), subject to sections 301(b) and 302(d);

16 (B) the alien meets the requirements of
17 subsection (b)(1)(D) or was enrolled in an ele-
18 mentary school or secondary school in the
19 United States during the 60-day period before
20 the alien's removal or voluntary departure;

21 (C) the alien was continuously physically
22 present in the United States for a period of at
23 least 4 years;

24 (D) at the time of their removal or vol-
25 untary departure, the alien—

(i) had been granted DACA, and was not ineligible for DACA renewal; or

(ii) had never been granted DACA, but would have been eligible for such a grant pursuant to the terms of the Deferred Action for Childhood Arrivals policy announced by the Secretary of Homeland Security on June 15, 2012, in place before it was rescinded on Sept. 5, 2017; and

(E) the sole reason for their removal or voluntary departure was that the alien was present in the United States after the expiration of the period of stay authorized by the Secretary of Homeland Security or was present in the United States without being admitted or paroled.

**SEC. 103. TERMS OF PERMANENT RESIDENT STATUS ON A
CONDITIONAL BASIS.**

(a) PERIOD OF STATUS.—Permanent resident status on a conditional basis is—

(1) valid for a period of 10 years, unless such period is extended by the Secretary; and

(2) subject to termination under subsection (d).

(b) NOTICE OF REQUIREMENTS.—At the time an alien obtains permanent resident status on a conditional

1 basis, the Secretary shall provide notice to the alien re-
 2 garding the provisions of this title and the requirements
 3 to have the conditional basis of such status removed.

4 (c) PROFESSIONAL, COMMERCIAL, AND BUSINESS LI-
 5 CENSES.—Notwithstanding any other law, for the pur-
 6 poses of professional, commercial, and business licenses,
 7 an alien with permanent status on a conditional basis shall
 8 be treated as an alien lawfully admitted for permanent res-
 9 idence.

10 (d) TERMINATION OF STATUS.—The Secretary may
 11 terminate the permanent resident status on a conditional
 12 basis of an alien only if the Secretary—

13 (1) determines that the alien ceases to meet the
 14 requirements under section 102(b)(1)(C), subject to
 15 sections 301(b) and 302(d); and

16 (2) prior to the termination, provides the
 17 alien—

18 (A) notice of the proposed termination;

19 and

20 (B) the opportunity for a hearing to pro-
 21 vide evidence that the alien meets such require-
 22 ments or otherwise contest the termination.

23 **SEC. 104. RETURN TO PREVIOUS IMMIGRATION STATUS.**

24 An alien whose permanent resident status on a condi-
 25 tional basis expires under section 103(a)(1) or is termi-

1 nated under section 103(d), or whose application under
2 section 102 is denied, shall return to the immigration sta-
3 tus that the alien had immediately before receiving perma-
4 nent resident status on a conditional basis or applying
5 under section 102, as appropriate.

6 **SEC. 105. REMOVAL OF CONDITIONAL BASIS OF PERMA-**
7 **NENT RESIDENT STATUS.**

8 (a) **ELIGIBILITY FOR REMOVAL OF CONDITIONAL**
9 **BASIS.—**

10 (1) **IN GENERAL.**—Subject to paragraph (2),
11 the Secretary shall remove the conditional basis of
12 an alien's permanent resident status granted under
13 this title and grant the alien status as an alien law-
14 fully admitted for permanent residence if the alien—

15 (A) is described in section 102(b)(1)(C),
16 subject to sections 301(b) and 302(d);

17 (B) has not abandoned the alien's resi-
18 dence in the United States during the period in
19 which the alien has permanent resident status
20 on a conditional basis; and

21 (C)(i) has earned a degree from an institu-
22 tion of higher education, or has completed at
23 least 2 years, in good standing, of a program in
24 the United States leading to a bachelor's degree
25 or higher degree or a certificate or credential

1 from an area career and technical education
2 school providing education at the postsecondary
3 level;

4 (ii) has served in the Uniformed Services
5 for at least 2 years and, if discharged, received
6 an honorable discharge; or

7 (iii) has been employed for periods totaling
8 at least 3 years and at least 75 percent of the
9 time that the alien has had a valid employment
10 authorization, except that any period during
11 which the alien is not employed while having a
12 valid employment authorization and is enrolled
13 in an institution of higher education, a sec-
14 ondary school, or an education program de-
15 scribed in section 102(b)(1)(D)(iii), shall not
16 count toward the time requirements under this
17 clause.

18 (2) HARDSHIP EXCEPTION.—

19 (A) IN GENERAL.—The Secretary shall re-
20 move the conditional basis of an alien's perma-
21 nent resident status and grant the alien status
22 as an alien lawfully admitted for permanent
23 residence if the alien—

1 (i) satisfies the requirements under
2 subparagraphs (A) and (B) of paragraph
3 (1);

4 (ii) demonstrates compelling cir-
5 cumstances for the inability to satisfy the
6 requirements under subparagraph (C) of
7 such paragraph; and

8 (iii) demonstrates that—

9 (I) the alien has a disability;

10 (II) the alien is a full-time care-
11 giver of a minor child; or

12 (III) the removal of the alien
13 from the United States would result
14 in hardship to the alien or the alien's
15 spouse, parent, or child who is a na-
16 tional of the United States or is law-
17 fully admitted for permanent resi-
18 dence.

19 (3) CITIZENSHIP REQUIREMENT.—

20 (A) IN GENERAL.—Except as provided in
21 subparagraph (B), the conditional basis of an
22 alien's permanent resident status granted under
23 this title may not be removed unless the alien
24 demonstrates that the alien satisfies the re-

1 requirements under section 312(a) of the Immi-
2 gration and Nationality Act (8 U.S.C. 1423(a)).

3 (B) EXCEPTION.—Subparagraph (A) shall
4 not apply to an alien who is unable to meet the
5 requirements under such section 312(a) due to
6 disability.

7 (4) APPLICATION FEE.—The Secretary may,
8 subject to an exemption under section 302(c), re-
9 quire aliens applying for removal of the conditional
10 basis of an alien's permanent resident status under
11 this section to pay a reasonable fee that is commensurate with the cost of processing the application.

12 (5) SUBMISSION OF BIOMETRIC AND BIO-
13 GRAPHIC DATA.—The Secretary may not remove the
14 conditional basis of an alien's permanent resident
15 status unless the alien submits biometric and bio-
16 graphic data, in accordance with procedures estab-
17 lished by the Secretary. The Secretary shall provide
18 an alternative procedure for applicants who are un-
19 able to provide such biometric data because of a
20 physical impairment.

21 (6) BACKGROUND CHECKS.—

22 (A) REQUIREMENT FOR BACKGROUND
23 CHECKS.—The Secretary shall utilize biometric,
24

1 biographic, and other data that the Secretary
2 determines appropriate—

3 (i) to conduct security and law en-
4 forcement background checks of an alien
5 applying for removal of the conditional
6 basis of the alien's permanent resident sta-
7 tus; and

8 (ii) to determine whether there is any
9 criminal, national security, or other factor
10 that would render the alien ineligible for
11 removal of such conditional basis.

12 (B) COMPLETION OF BACKGROUND
13 CHECKS.—The security and law enforcement
14 background checks of an alien required under
15 subparagraph (A) shall be completed, to the
16 satisfaction of the Secretary, before the date on
17 which the Secretary removes the conditional
18 basis of the alien's permanent resident status.

19 (b) TREATMENT FOR PURPOSES OF NATURALIZA-
20 TION.—

21 (1) IN GENERAL.—For purposes of title III of
22 the Immigration and Nationality Act (8 U.S.C. 1401
23 et seq.), an alien granted permanent resident status
24 on a conditional basis shall be considered to have
25 been admitted to the United States, and be present

1 in the United States, as an alien lawfully admitted
2 for permanent residence.

3 (2) LIMITATION ON APPLICATION FOR NATU-
4 RALIZATION.—An alien may not apply for natu-
5 ralization while the alien is in permanent resident
6 status on a conditional basis.

7 (c) TIMING OF APPROVAL OF LAWFUL PERMANENT
8 RESIDENCE STATUS.—

9 (1) IN GENERAL.—An alien granted lawful per-
10 manent residence on a conditional basis under this
11 title may apply to have such conditional basis re-
12 moved at any time after such alien has met the eligi-
13 bility requirements set forth in subsection (a).

14 (2) APPROVAL WITH REGARD TO INITIAL APPLI-
15 CATIONS.—

16 (A) IN GENERAL.—Notwithstanding any
17 other provision of law, the Secretary or the At-
18 torney General shall cancel the removal of, and
19 adjust to the status of an alien lawfully admit-
20 ted for permanent residence status without con-
21 ditional basis, any alien who—

22 (i) subject to the waiver described in
23 section 302(d), and the provisions on de-
24 termination of continuous presence in sec-
25 tion 303, demonstrates eligibility for lawful

1 permanent residence status on a condi-
2 tional basis under section 102(b); and

3 (ii) subject to the exceptions described
4 in subsections (a)(2) and (a)(3)(B) of this
5 section, already has fulfilled the require-
6 ments of paragraphs (1) and (3) of sub-
7 section (a) of this section at the time such
8 alien first submits an application for bene-
9 fits under this title.

10 (B) BACKGROUND CHECKS.—Paragraphs
11 (5) and (6) of subsection (a) of this section
12 shall apply to an alien seeking lawful perma-
13 nent residence status without conditional basis
14 in an initial application in the same manner as
15 they apply to an alien seeking removal of the
16 conditional basis of an alien's permanent resi-
17 dent status. Paragraphs (4) and (5) of section
18 102(b) shall not be construed to require the
19 Secretary to conduct more than one identical
20 security or law enforcement background check
21 on such an alien.

22 (C) APPLICATION FEES.—In the case of an
23 alien seeking lawful permanent residence status
24 without conditional basis in an initial applica-
25 tion, the alien shall pay the fee required under

1 subsection (a)(4)(A) of this section, subject to
2 the exemption allowed under section 302(c), but
3 shall not be required to pay the application fee
4 under section 102(b)(3).

5 **SEC. 106. RESTORATION OF STATE OPTION TO DETERMINE**
6 **RESIDENCY FOR PURPOSES OF HIGHER EDU-**
7 **CATION BENEFITS.**

8 (a) IN GENERAL.—Section 505 of the Illegal Immi-
9 gration Reform and Immigrant Responsibility Act of 1996
10 (8 U.S.C. 1623) is repealed.

11 (b) EFFECTIVE DATE.—The repeal under subsection
12 (a) shall take effect as if included in the original enact-
13 ment of the Illegal Immigration Reform and Immigrant
14 Responsibility Act of 1996 (division C of Public Law 104–
15 208; 110 Stat. 3009–546).

16 (c) LIMITATION OF FEDERAL STUDENT ASSIST-
17 ANCE.—Notwithstanding any other provision of law, an
18 alien who has permanent resident status on a conditional
19 basis under this title shall be eligible only for the following
20 assistance under title IV of the Higher Education Act of
21 1965 (20 U.S.C. 1070 et seq.):

22 (1) Student loans under parts D and E of such
23 title IV (20 U.S.C. 1087a et seq. and 1087aa et
24 seq.), subject to the requirements of such parts.

1 (2) Federal work-study programs under part C
2 of such title IV (42 U.S.C. 2751 et seq.), subject to
3 the requirements of such part.

4 (3) Services under such title IV (20 U.S.C.
5 1070 et seq.), subject to the requirements for such
6 services.

7 **TITLE II—AMERICAN PROMISE**
8 **ACT OF 2019**

9 **SEC. 201. SHORT TITLE.**

10 This title may be cited as the “American Promise Act
11 of 2019”.

12 **SEC. 202. ADJUSTMENT OF STATUS FOR CERTAIN NATION-**
13 **ALS OF CERTAIN COUNTRIES DESIGNATED**
14 **FOR TEMPORARY PROTECTED STATUS OR**
15 **DEFERRED ENFORCED DEPARTURE.**

16 (a) IN GENERAL.—Notwithstanding any other provi-
17 sion of law, the Secretary or the Attorney General shall
18 cancel the removal of, and adjust to the status of an alien
19 lawfully admitted for permanent residence, an alien de-
20 scribed in subsection (c) if the alien—

21 (1) applies for such adjustment, including sub-
22 mitting the documents required under section 306,
23 not later than 3 years after the date of the enact-
24 ment of this Act; and

1 (2) is determined to be an alien admissible to
2 the United States as an immigrant, except as other-
3 wise provided under subsection (b) and subject to
4 sections 301(b) and 302(d).

5 (b) CERTAIN GROUNDS FOR INADMISSIBILITY INAP-
6 PLICABLE.—For purposes of determining admissibility
7 under subsection (a)(2), the grounds for inadmissibility
8 specified in paragraphs (4), (5), (6)(A),(6)(B), (6)(C),
9 (7)(A), (9)(A), and (9)(B) of section 212(a) of the Immi-
10 gration and Nationality Act (8 U.S.C. 1182(a)) shall not
11 apply.

12 (c) ALIENS ELIGIBLE FOR ADJUSTMENT OF STA-
13 TUS.—

14 (1) IN GENERAL.—An alien shall be eligible for
15 adjustment of status if the alien—

16 (A) is—

17 (i) a national of a foreign state (or
18 part thereof), (or in the case of an alien
19 having no nationality, is a person who last
20 habitually resided in such state), with a
21 designation under subsection (b) of section
22 244 of the Immigration and Nationality
23 Act (8 U.S.C. 1254a(b)) on September 25,
24 2016, who had or was otherwise eligible for
25 temporary protected status on such date

1 notwithstanding subsections (c)(1)(A)(iv)
2 and (c)(3)(C) of such section; or

3 (ii) under a grant of Deferred En-
4 forced Departure as of September 28,
5 2016; and

6 (B) has been continuously physically
7 present in the United States for a period of not
8 less than 3 years before the date of the enact-
9 ment of this Act.

10 (2) TPS ALIENS PREVIOUSLY REMOVED OR DE-
11 PARTED.—An alien shall be eligible for adjustment
12 of status if the alien was removed or voluntarily de-
13 parted from the United States on or after Sep-
14 tember 25, 2016, if the alien—

15 (A) applies from abroad;

16 (B) was continuously physically present in
17 the United States for a period of not less than
18 3 years before the date of removal or departure;

19 (C) had temporary protected status on
20 such date, or was otherwise eligible, on such
21 date, for temporary protected status notwith-
22 standing subsections (c)(1)(A)(iv) and (c)(3)(C)
23 of section 244 of the Immigration and Nation-
24 ality Act (8 U.S.C. 1254a); and

1 (D) the sole reason for the alien's removal
2 or departure was—

3 (i) that the alien was present in the
4 United States after the expiration of the
5 designation of that foreign state (or part
6 thereof) under section 244(b)(3)(B) of the
7 Immigration and Nationality Act (8 U.S.C.
8 1254a(b)(3)(B)); or

9 (ii) in the case of a voluntary depar-
10 ture, the alien did so on the basis of the
11 Secretary's determination to terminate
12 such designation.

13 (3) DED ALIENS PREVIOUSLY REMOVED OR
14 DEPARTED.—An alien shall be eligible for adjust-
15 ment of status if the alien was removed or volun-
16 tarily departed from the United States on or after
17 September 28, 2016, if the alien—

18 (A) applies from abroad;

19 (B) is under a grant of Deferred Enforced
20 Departure as of September 28, 2016;

21 (C) was continuously physically present in
22 the United States for a period of not less than
23 3 years before the date of removal or departure;
24 and

(D) the sole reason for the alien's removal or departure—

(i) was that the alien was present in the United States after the expiration of the deferral of enforced departure directed in the Presidential Memorandum on Deferred Enforced Departure for Liberians issued on September 28, 2016, or any subsequent extension of such deferral; or

(ii) in the case of a voluntary departure, the alien did so on the basis of the President's determination to terminate such presidential memorandum or extension.

(d) APPLICATION.—

(1) FEE.—The Secretary shall, subject to an exemption under section 302(c), require an alien applying for permanent resident status under this section to pay a reasonable fee that is commensurate with the cost of processing the application, but does not exceed \$1,140.

(2) STAY OF REMOVAL WHILE APPLICATION PENDING.—The removal proceedings of an alien shall be stayed while an application for adjustment

1 of status submitted pursuant to this section is pend-
2 ing.

3 **SEC. 203. REPORTING REQUIREMENTS REGARDING FU-**
4 **TURE DISCONTINUED ELIGIBILITY OF**
5 **ALIENS FROM COUNTRIES CURRENTLY LIST-**
6 **ED UNDER TEMPORARY PROTECTED STATUS.**

7 Section 244(b)(3) of the Immigration and Nationality
8 Act (8 U.S.C. 1254a(b)(3)) is amended by adding at the
9 end, the following:

10 “(D) REPORT ON TERMINATIONS.—Not
11 later than 3 days after the Secretary of Home-
12 land Security publishes a notice in the Federal
13 Register of the determination to terminate the
14 designation of a foreign state (or part thereof)
15 under subparagraph (B), the Secretary of
16 Homeland Security shall submit to the Commit-
17 tees on the Judiciary of the House of Rep-
18 resentatives and of the Senate a report that in-
19 cludes—

20 “(i) an explanation of any event that
21 initially prompted the designation of the
22 foreign state (or part thereof) under this
23 subsection;

24 “(ii) the progress that the foreign
25 state (or part thereof) has made in rem-

1 edying, solving, or addressing the condi-
2 tions prompting the designation specified
3 under clause (i), including any significant
4 challenges or shortcomings that have aris-
5 en from conditions related to the initial
6 designation;

7 “(iii) a description of the quantitative
8 and qualitative methodologies used by the
9 Secretary to assess and determine improve-
10 ments in country conditions; and

11 “(iv) any additional metrics the Sec-
12 retary deems necessary.”.

13 **SEC. 204. WAIVER OF CERTAIN LANGUAGE REQUIREMENTS.**

14 The language requirements of section 312(a)(1) of
15 the Immigration and Nationality Act (8 U.S.C.
16 1423(a)(1)) shall not apply to an alien in receipt of a sta-
17 tus adjustment under section 202 of this title.

18 **SEC. 205. CLARIFICATION OF INSPECTION AND ADMISSION**
19 **UNDER TEMPORARY PROTECTED STATUS.**

20 Section 244(f)(4) of the Immigration and Nationality
21 Act (8 U.S.C. 1254a(f)(4)) is amended by inserting after
22 “considered” the following: “as having been inspected and
23 admitted into the United States, and”.

TITLE III—GENERAL PROVISIONS

SEC. 301. DEFINITIONS.

(a) IN GENERAL.—In this Act:

(1) IN GENERAL.—Except as otherwise specifically provided, any term used in this Act that is used in the immigration laws shall have the meaning given such term in the immigration laws.

(2) AREA CAREER AND TECHNICAL EDUCATION SCHOOL.—The term “area career and technical education school” has the meaning given such term in section 3 of the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2302).

(3) DACA.—The term “DACA” means deferred action granted to an alien pursuant to the Deferred Action for Childhood Arrivals policy announced by the Secretary of Homeland Security on June 15, 2012.

(4) DISABILITY.—The term “disability” has the meaning given such term in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102(1)).

(5) EARLY CHILDHOOD EDUCATION PROGRAM.—The term “early childhood education program” has the meaning given such term in section

1 103 of the Higher Education Act of 1965 (20
2 U.S.C. 1003).

3 (6) ELEMENTARY SCHOOL; HIGH SCHOOL; SEC-
4 ONDARY SCHOOL.—The terms “elementary school”,
5 “high school”, and “secondary school” have the
6 meanings given such terms in section 8101 of the
7 Elementary and Secondary Education Act of 1965
8 (20 U.S.C. 7801).

9 (7) IMMIGRATION LAWS.—The term “immigra-
10 tion laws” has the meaning given such term in sec-
11 tion 101(a)(17) of the Immigration and Nationality
12 Act (8 U.S.C. 1101(a)(17)).

13 (8) INSTITUTION OF HIGHER EDUCATION.—The
14 term “institution of higher education”—

15 (A) except as provided in subparagraph
16 (B), has the meaning given such term in section
17 102 of the Higher Education Act of 1965 (20
18 U.S.C. 1002); and

19 (B) does not include an institution of high-
20 er education outside of the United States.

21 (9) PERMANENT RESIDENT STATUS ON A CON-
22 DITIONAL BASIS.—The term “permanent resident
23 status on a conditional basis” means status as an
24 alien lawfully admitted for permanent residence on
25 a conditional basis under this Act.

1 (10) FEDERAL POVERTY LINE.—The term
2 “Federal poverty line” has the meaning given such
3 term in section 213A(h) of the Immigration and Na-
4 tionality Act (8 U.S.C. 1183a).

5 (11) RECOGNIZED POSTSECONDARY CREDEN-
6 TIAL.—The term “recognized postsecondary creden-
7 tial” has the meaning given such term in section 3
8 of the Workforce Innovation and Opportunity Act
9 (29 U.S.C. 3102).

10 (12) SECRETARY.—Except as otherwise specifi-
11 cally provided, the term “Secretary” means the Sec-
12 retary of Homeland Security.

13 (13) UNIFORMED SERVICES.—The term “Uni-
14 formed Services” has the meaning given the term
15 “uniformed services” in section 101(a) of title 10,
16 United States Code.

17 (b) TREATMENT OF EXPUNGED CONVICTIONS.—For
18 purposes of this Act, the term “conviction” does not in-
19 clude a judgment that has been expunged or set aside,
20 that resulted in a rehabilitative disposition, or the equiva-
21 lent.

1 **SEC. 302. LIMITATION ON REMOVAL; APPLICATION AND**
2 **FEE EXEMPTION; WAIVER OF GROUNDS FOR**
3 **INADMISSIBILITY AND OTHER CONDITIONS**
4 **ON ELIGIBLE INDIVIDUALS.**

5 (a) **LIMITATION ON REMOVAL.**—An alien who has
6 presented evidence to establish prima facie eligibility for
7 relief from removal, who appears to be prima facie eligible,
8 or who has an application pending under this Act may
9 not be removed.

10 (b) **APPLICATION.**—An alien present in the United
11 States who has been ordered removed or has been per-
12 mitted to depart voluntarily from the United States may,
13 notwithstanding such order or permission to depart, apply
14 for adjustment of status under this Act. Such alien shall
15 not be required to file a separate motion to reopen, recon-
16 sider, or vacate the order of removal. If the Secretary ap-
17 proves the application, the Secretary shall cancel the order
18 of removal. If the Secretary renders a final administrative
19 decision to deny the application, the order of removal or
20 permission to depart shall be effective and enforceable to
21 the same extent as if the application had not been made,
22 only after all available administrative and judicial rem-
23 edies have been exhausted.

24 (c) **FEE EXEMPTION.**—An applicant may be exempt-
25 ed from paying an application fee required under this Act
26 if the applicant—

1 (1) is younger than 18 years of age;

2 (2) received total income, during the 12-month
3 period immediately preceding the date on which the
4 applicant files an application under this Act, that is
5 less than 150 percent of the Federal poverty line;

6 (3) is in foster care or otherwise lacking any
7 parental or other familial support; or

8 (4) cannot care for himself or herself because of
9 a serious, chronic disability.

10 (d) WAIVER OF GROUNDS OF INADMISSIBILITY.—

11 With respect to any benefit under this Act, the Secretary
12 may waive the grounds of inadmissibility under paragraph
13 (2), (6)(E), (6)(G), or (10)(D) of section 212(a) of the
14 Immigration and Nationality Act (8 U.S.C. 1182(a)) for
15 humanitarian purposes, for family unity, or because the
16 waiver is otherwise in the public interest.

17 (e) ADVANCE PAROLE.—During the period beginning
18 on the date on which an alien applies for adjustment of
19 status under this Act and ending on the date on which
20 the Secretary makes a final decision regarding such appli-
21 cation, the alien shall be eligible to apply for advance pa-
22 role. Section 101(g) of the Immigration and Nationality
23 Act (8 U.S.C. 1101(g)) shall not apply to an alien granted
24 advance parole under this section.

1 (f) EMPLOYMENT.—An alien whose removal is stayed
2 pursuant to this Act, who may not be placed in removal
3 proceedings pursuant to this Act, or who has pending an
4 application under this Act, shall, upon application to the
5 Secretary, be granted an employment authorization docu-
6 ment.

7 **SEC. 303. DETERMINATION OF CONTINUOUS PRESENCE.**

8 (a) TERMINATION OF CONTINUOUS PERIOD.—Any
9 period of continuous physical presence in the United
10 States of an alien who applies for permanent resident sta-
11 tus under title I (whether on a conditional basis or without
12 the conditional basis as provided in section 105(c)(2)) or
13 under title II shall not terminate when the alien is served
14 a notice to appear under section 239(a) of the Immigra-
15 tion and Nationality Act (8 U.S.C. 1229(a)).

16 (b) TREATMENT OF CERTAIN BREAKS IN PRES-
17 ENCE.—

18 (1) IN GENERAL.—Except as provided in para-
19 graphs (2) and (3), an alien shall be considered to
20 have failed to maintain continuous physical presence
21 in the United States under this Act if the alien has
22 departed from the United States for any period ex-
23 ceeding 90 days or for any periods, in the aggregate,
24 exceeding 180 days.

1 (2) EXTENSIONS FOR EXTENUATING CIR-
2 CUMSTANCES.—The Secretary may extend the time
3 periods described in paragraph (1) for an alien who
4 demonstrates that the failure to timely return to the
5 United States was due to extenuating circumstances
6 beyond the alien's control, including the serious ill-
7 ness of the alien, or death or serious illness of a par-
8 ent, grandparent, sibling, or child of the alien.

9 (3) TRAVEL AUTHORIZED BY THE SEC-
10 RETARY.—Any period of travel outside of the United
11 States by an alien that was authorized by the Sec-
12 retary may not be counted toward any period of de-
13 parture from the United States under paragraph
14 (1).

15 **SEC. 304. EXEMPTION FROM NUMERICAL LIMITATIONS.**

16 Nothing in this Act or in any other law may be con-
17 strued to apply a numerical limitation on the number of
18 aliens who may be granted permanent resident status
19 under title I (whether on a conditional basis, or without
20 the conditional basis as provided in section 105(c)(2)) or
21 under title II of this Act.

22 **SEC. 305. AVAILABILITY OF ADMINISTRATIVE AND JUDI-**
23 **CIAL REVIEW.**

24 (a) ADMINISTRATIVE REVIEW.—Not later than 30
25 days after the date of the enactment of this Act, the Sec-

1 retary shall provide to aliens applying for adjustment of
2 status under this Act a process by which the denial of an
3 application for adjustment of status may undergo a single
4 level of administrative appellate review, which shall be sub-
5 stantially similar to the procedures for administrative re-
6 view provided to applicants for adjustment of status under
7 section 245 of the Immigration and Nationality Act (8
8 U.S.C. 1255).

9 (b) CONSOLIDATION OF ISSUES FOR JUDICIAL RE-
10 VIEW.—An alien may seek judicial review of a denial of
11 an application for benefits, or a revocation of such bene-
12 fits, under this Act in the appropriate United States court
13 of appeals in conjunction with the judicial review of an
14 order of removal under section 242 of the Immigration
15 and Nationality Act (8 U.S.C. 1252).

16 (c) STAY OF REMOVAL.—An alien seeking adminis-
17 trative or judicial review under this Act may not be re-
18 moved from the United States until a final decision is ren-
19 dered establishing that the alien is ineligible for adjust-
20 ment of status under this Act, unless such removal is
21 based on criminal or national security grounds.

22 **SEC. 306. DOCUMENTATION REQUIREMENTS.**

23 (a) DOCUMENTS ESTABLISHING IDENTITY.—An
24 alien's application for permanent resident status under
25 title I (whether on a conditional basis, or without the con-

ditional basis as provided in section 105(c)(2)) or under title II, may include, as proof of identity—

(1) a passport or national identity document from the alien's country of origin that includes the alien's name and the alien's photograph or fingerprint;

(2) the alien's birth certificate and an identity card that includes the alien's name and photograph;

(3) a school identification card that includes the alien's name and photograph, and school records showing the alien's name and that the alien is or was enrolled at the school;

(4) a Uniformed Services identification card issued by the Department of Defense;

(5) any immigration or other document issued by the United States Government bearing the alien's name and photograph; or

(6) a State-issued identification card bearing the alien's name and photograph.

(b) DOCUMENTS ESTABLISHING CONTINUOUS PHYSICAL PRESENCE IN THE UNITED STATES.—To establish that an alien has been continuously physically present in the United States, as required under sections 102(b)(1)(A) and 202(c)(1)(B), or to establish that an alien has not abandoned residence in the United States,

1 as required under section 105(a)(1)(B), the alien may sub-
2 mit documents to the Secretary, including—

3 (1) employment records of the alien that in-
4 clude the employer's name and contact information;

5 (2) records from any educational institution the
6 alien has attended in the United States;

7 (3) records of service from the Uniformed Serv-
8 ices;

9 (4) official records from a religious entity con-
10 firming the alien's participation in a religious cere-
11 mony;

12 (5) passport entries;

13 (6) a birth certificate for a child of the alien
14 who was born in the United States;

15 (7) automobile license receipts or registration;

16 (8) deeds, mortgages, or rental agreement con-
17 tracts;

18 (9) tax receipts;

19 (10) insurance policies;

20 (11) remittance records;

21 (12) rent receipts or utility bills bearing the
22 alien's name or the name of an immediate family
23 member of the alien, and the alien's address;

24 (13) copies of money order receipts for money
25 sent in or out of the United States;

1 (14) dated bank transactions; or

2 (15) two or more sworn affidavits from individ-
3 uals who are not related to the alien who have direct
4 knowledge of the alien's continuous physical pres-
5 ence in the United States, that contain—

6 (A) the name, address, and telephone num-
7 ber of the affiant; and

8 (B) the nature and duration of the rela-
9 tionship between the affiant and the alien.

10 (c) DOCUMENTS ESTABLISHING INITIAL ENTRY
11 INTO THE UNITED STATES.—To establish under section
12 102(b)(1)(B) that an alien was younger than 18 years of
13 age on the date on which the alien initially entered the
14 United States, an alien may submit documents to the Sec-
15 retary, including—

16 (1) an admission stamp on the alien's passport;

17 (2) records from any educational institution the
18 alien has attended in the United States;

19 (3) any document from the Department of Jus-
20 tice or the Department of Homeland Security stat-
21 ing the alien's date of entry into the United States;

22 (4) hospital or medical records showing medical
23 treatment or hospitalization, the name of the med-
24 ical facility or physician, and the date of the treat-
25 ment or hospitalization;

1 (5) rent receipts or utility bills bearing the
2 alien's name or the name of an immediate family
3 member of the alien, and the alien's address;

4 (6) employment records that include the em-
5 ployer's name and contact information;

6 (7) official records from a religious entity con-
7 firming the alien's participation in a religious cere-
8 mony;

9 (8) a birth certificate for a child who was born
10 in the United States;

11 (9) automobile license receipts or registration;

12 (10) deeds, mortgages, or rental agreement con-
13 tracts;

14 (11) tax receipts;

15 (12) travel records;

16 (13) copies of money order receipts sent in or
17 out of the country;

18 (14) dated bank transactions;

19 (15) remittance records; or

20 (16) insurance policies.

21 (d) DOCUMENTS ESTABLISHING ADMISSION TO AN
22 INSTITUTION OF HIGHER EDUCATION.—To establish that
23 an alien has been admitted to an institution of higher edu-
24 cation, the alien shall submit to the Secretary a document

1 from the institution of higher education certifying that the
2 alien—

3 (1) has been admitted to the institution; or

4 (2) is currently enrolled in the institution as a
5 student.

6 (e) DOCUMENTS ESTABLISHING RECEIPT OF A DE-
7 GREE FROM AN INSTITUTION OF HIGHER EDUCATION.—

8 To establish that an alien has acquired a degree from an
9 institution of higher education in the United States, the
10 alien shall submit to the Secretary a diploma or other doc-
11 ument from the institution stating that the alien has re-
12 ceived such a degree.

13 (f) DOCUMENTS ESTABLISHING RECEIPT OF HIGH
14 SCHOOL DIPLOMA, GENERAL EDUCATIONAL DEVELOP-
15 MENT CREDENTIAL, OR A RECOGNIZED EQUIVALENT.—

16 To establish that in the United States an alien has earned
17 a high school diploma or a commensurate alternative
18 award from a public or private high school, has obtained
19 the General Education Development credential, or other-
20 wise has satisfied section 102(b)(1)(D)(ii), the alien shall
21 submit to the Secretary—

22 (1) a high school diploma, certificate of comple-
23 tion, or other alternate award;

24 (2) a high school equivalency diploma or certifi-
25 cate recognized under State law;

1 (3) evidence that the alien passed a State-au-
2 thorized exam, including the General Education De-
3 velopment test, in the United States;

4 (4) evidence that the alien successfully com-
5 pleted an area career and technical education pro-
6 gram, such as a certification, certificate, or similar
7 alternate award; or

8 (5) evidence that the alien obtained a recog-
9 nized postsecondary credential.

10 (g) DOCUMENTS ESTABLISHING ENROLLMENT IN AN
11 EDUCATIONAL PROGRAM.—To establish that an alien is
12 enrolled in any school or education program described in
13 section 102(b)(1)(D)(iii), 102(c)(4)(B), or 105(a)(1)(C),
14 the alien shall submit school records from the United
15 States school that the alien is currently attending that in-
16 clude—

17 (1) the name of the school; and

18 (2) the alien’s name, periods of attendance, and
19 current grade or educational level.

20 (h) DOCUMENTS ESTABLISHING EXEMPTION FROM
21 APPLICATION FEES.—To establish that an alien is exempt
22 from an application fee under section 302(c), the alien
23 shall submit to the Secretary the following relevant docu-
24 ments:

1 (1) DOCUMENTS TO ESTABLISH AGE.—To es-
2 tablish that an alien meets an age requirement, the
3 alien shall provide proof of identity, as described in
4 subsection (a), that establishes that the alien is
5 younger than 18 years of age.

6 (2) DOCUMENTS TO ESTABLISH INCOME.—To
7 establish the alien's income, the alien shall provide—

8 (A) employment records that have been
9 maintained by the Social Security Administra-
10 tion, the Internal Revenue Service, or any other
11 Federal, State, or local government agency;

12 (B) bank records; or

13 (C) at least 2 sworn affidavits from indi-
14 viduals who are not related to the alien and
15 who have direct knowledge of the alien's work
16 and income that contain—

17 (i) the name, address, and telephone
18 number of the affiant; and

19 (ii) the nature and duration of the re-
20 lationship between the affiant and the
21 alien.

22 (3) DOCUMENTS TO ESTABLISH FOSTER CARE,
23 LACK OF FAMILIAL SUPPORT, HOMELESSNESS, OR
24 SERIOUS, CHRONIC DISABILITY.—To establish that
25 the alien was in foster care, lacks parental or famil-

1 ial support, is homeless, or has a serious, chronic
2 disability, the alien shall provide at least 2 sworn af-
3 fidavits from individuals who are not related to the
4 alien and who have direct knowledge of the cir-
5 cumstances that contain—

6 (A) a statement that the alien is in foster
7 care, otherwise lacks any parental or other fa-
8 miliar support, is homeless, or has a serious,
9 chronic disability, as appropriate;

10 (B) the name, address, and telephone num-
11 ber of the affiant; and

12 (C) the nature and duration of the rela-
13 tionship between the affiant and the alien.

14 (4) DOCUMENTS TO ESTABLISH UNPAID MED-
15 ICAL EXPENSE.—To establish that the alien has debt
16 as a result of unreimbursed medical expenses, the
17 alien shall provide receipts or other documentation
18 from a medical provider that—

19 (A) bear the provider's name and address;

20 (B) bear the name of the individual receiv-
21 ing treatment; and

22 (C) document that the alien has accumu-
23 lated \$10,000 or more in debt in the past 12
24 months as a result of unreimbursed medical ex-

1 penses incurred by the alien or an immediate
2 family member of the alien.

3 (i) DOCUMENTS ESTABLISHING QUALIFICATION FOR
4 HARDSHIP EXEMPTION.—To establish that an alien satis-
5 fies one of the criteria for the hardship exemption set forth
6 in section 105(a)(2)(A)(iii), the alien shall submit to the
7 Secretary at least 2 sworn affidavits from individuals who
8 are not related to the alien and who have direct knowledge
9 of the circumstances that warrant the exemption, that
10 contain—

11 (1) the name, address, and telephone number of
12 the affiant; and

13 (2) the nature and duration of the relationship
14 between the affiant and the alien.

15 (j) DOCUMENTS ESTABLISHING SERVICE IN THE
16 UNIFORMED SERVICES.—To establish that an alien has
17 served in the Uniformed Services for at least 2 years and,
18 if discharged, received an honorable discharge, the alien
19 shall submit to the Secretary—

20 (1) a Department of Defense form DD-214;

21 (2) a National Guard Report of Separation and
22 Record of Service form 22;

23 (3) personnel records for such service from the
24 appropriate Uniformed Service; or

1 (4) health records from the appropriate Uni-
2 formed Service.

3 (k) DOCUMENTS ESTABLISHING EMPLOYMENT.—

4 (1) IN GENERAL.—An alien may satisfy the em-
5 ployment requirement under section
6 105(a)(1)(C)(iii) by submitting records that—

7 (A) establish compliance with such employ-
8 ment requirement; and

9 (B) have been maintained by the Social Se-
10 curity Administration, the Internal Revenue
11 Service, or any other Federal, State, or local
12 government agency.

13 (2) OTHER DOCUMENTS.—An alien who is un-
14 able to submit the records described in paragraph
15 (1) may satisfy the employment requirement by sub-
16 mitting at least 2 types of reliable documents that
17 provide evidence of employment, including—

18 (A) bank records;

19 (B) business records;

20 (C) employer records;

21 (D) records of a labor union, day labor
22 center, or organization that assists workers in
23 employment;

1 (E) sworn affidavits from individuals who
2 are not related to the alien and who have direct
3 knowledge of the alien's work, that contain—

4 (i) the name, address, and telephone
5 number of the affiant; and

6 (ii) the nature and duration of the re-
7 lationship between the affiant and the
8 alien; and

9 (F) remittance records.

10 (1) **AUTHORITY TO PROHIBIT USE OF CERTAIN DOC-**
11 **UMENTS.**—If the Secretary determines, after publication
12 in the Federal Register and an opportunity for public com-
13 ment, that any document or class of documents does not
14 reliably establish identity or that permanent resident sta-
15 tus under title I (whether on a conditional basis, or with-
16 out the conditional basis as provided in section 105(c)(2))
17 or under title II is being obtained fraudulently to an unac-
18 ceptable degree, the Secretary may prohibit or restrict the
19 use of such document or class of documents.

20 **SEC. 307. RULE MAKING.**

21 (a) **IN GENERAL.**—Not later than 90 days after the
22 date of the enactment of this Act, the Secretary shall pub-
23 lish in the Federal Register interim final rules imple-
24 menting this Act, which shall allow eligible individuals to
25 immediately apply for relief under section 102, 105(c)(2),

1 or 202. Notwithstanding section 553 of title 5, United
2 States Code, the regulation shall be effective, on an in-
3 terim basis, immediately upon publication, but may be
4 subject to change and revision after public notice and op-
5 portunity for a period of public comment. The Secretary
6 shall finalize such rules not later than 180 days after the
7 date of publication.

8 (b) PAPERWORK REDUCTION ACT.—The require-
9 ments under chapter 35 of title 44, United States Code
10 (commonly known as the “Paperwork Reduction Act”),
11 shall not apply to any action to implement this Act.

12 **SEC. 308. CONFIDENTIALITY OF INFORMATION.**

13 (a) IN GENERAL.—The Secretary may not disclose
14 or use information provided in applications filed under this
15 Act or in requests for DACA for the purpose of immigra-
16 tion enforcement.

17 (b) REFERRALS PROHIBITED.—The Secretary may
18 not refer any individual who has been granted permanent
19 resident status under title I (whether on a conditional
20 basis, or without the conditional basis as provided in sec-
21 tion 105(c)(2)) or under title II of this Act or who was
22 granted DACA or temporary protected status under sec-
23 tion 244 of the Immigration and Nationality Act (8 U.S.C.
24 1254a), to U.S. Immigration and Customs Enforcement,

1 U.S. Customs and Border Protection, or any designee of
2 either such entity.

3 (c) LIMITED EXCEPTION.—Notwithstanding sub-
4 sections (a) and (b), information provided in an applica-
5 tion for permanent resident status under title I (whether
6 on a conditional basis, or without the conditional basis as
7 provided in section 105(c)(2)) or under title II of this Act
8 or a request for DACA or temporary protected status
9 under section 244 of the Immigration and Nationality Act
10 (8 U.S.C. 1254a), may be shared with Federal security
11 and law enforcement agencies—

12 (1) for assistance in the consideration of an ap-
13 plication for permanent resident status under title I
14 (whether on a conditional basis, or without the con-
15 ditional basis as provided in section 105(c)(2)) or
16 under title II of this Act;

17 (2) to identify or prevent fraudulent claims;

18 (3) for national security purposes; or

19 (4) for the investigation or prosecution of any
20 felony not related to immigration status.

21 (d) PENALTY.—Any person who knowingly uses, pub-
22 lishes, or permits information to be examined in violation
23 of this section shall be fined not more than \$10,000.

1 **SEC. 309. GRANT PROGRAM TO ASSIST ELIGIBLE APPLI-**
2 **CANTS.**

3 (a) **ESTABLISHMENT.**—The Secretary of Homeland
4 Security shall establish, within U.S. Citizenship and Immi-
5 gration Services, a program to award grants, on a com-
6 petitive basis, to eligible nonprofit organizations that will
7 use the funding to assist eligible applicants under this Act
8 by providing them with the services described in sub-
9 section (b).

10 (b) **USE OF FUNDS.**—Grant funds awarded under
11 this section shall be used for the design and implementa-
12 tion of programs that provide—

13 (1) information to the public regarding the eli-
14 gibility and benefits of permanent resident status
15 under title I (whether on a conditional basis, or
16 without the conditional basis as provided in section
17 105(c)(2)) or under title II of this Act, particularly
18 to individuals potentially eligible for such status;

19 (2) assistance, within the scope of authorized
20 practice of immigration law, to individuals submit-
21 ting applications for permanent resident status
22 under title I (whether on a conditional basis, or
23 without the conditional basis as provided in section
24 105(c)(2)) or under title II of this Act, including—

25 (A) screening prospective applicants to as-
26 sess their eligibility for such status;

(B) completing applications and petitions, including providing assistance in obtaining the requisite documents and supporting evidence; and

(C) providing any other assistance that the Secretary or grantee considers useful or necessary to apply for permanent resident status under title I (whether on a conditional basis, or without the conditional basis as provided in section 105(c)(2)) or under title II of this Act; and

(3) assistance, within the scope of authorized practice of immigration law, and instruction, to individuals—

(A) on the rights and responsibilities of United States citizenship;

(B) in civics and English as a second language;

(C) in preparation for the General Education Development test; and

(D) in applying for adjustment of status and United States citizenship.

(c) AUTHORIZATION OF APPROPRIATIONS.—

(1) AMOUNTS AUTHORIZED.—There are authorized to be appropriated such sums as may be nec-

1 necessary for each of the fiscal years 2020 through
2 2030 to carry out this section.

3 (2) AVAILABILITY.—Any amounts appropriated
4 pursuant to paragraph (1) shall remain available
5 until expended.

6 **SEC. 310. PROVISIONS AFFECTING ELIGIBILITY FOR AD-**
7 **JUSTMENT OF STATUS.**

8 An alien's eligibility to be lawfully admitted for per-
9 manent residence under title I (whether on a conditional
10 basis, or without the conditional basis as provided in sec-
11 tion 105(c)(2)) or under title II of this Act shall not pre-
12 clude the alien from seeking any status under any other
13 provision of law for which the alien may otherwise be eligi-
14 ble.

○



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

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

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

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

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

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

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

At its last meeting on March 26, 2019, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-six (26) residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences given the State is expected to end its drought emergency funding. The State had committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally. Although a new appropriation of State funding has not yet been made, there are sufficient residual funds from the original appropriation to fund the continuance of the program through September 30, 2018. Assemblyman Joaquin Arambula (Fresno) had requested of the Assembly Budget Committee the appropriation of \$3.5 million in the State's 2018-2019 fiscal year budget to continue to support the approximate 300 residences in the Central Valley that still have dry wells and receive temporary water deliveries, however, that appropriation request has not been granted. Should continued funding not be appropriated by the State, representatives for the State Water Resources Control Board have indicated that they will attempt to secure continued funding through Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline

extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

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

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

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

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

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

State Division of Drinking Water (DDW) has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18,

2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019.

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

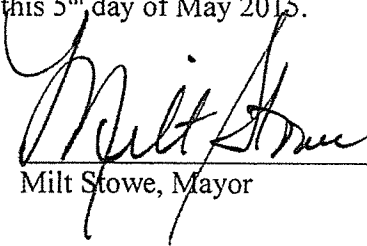
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

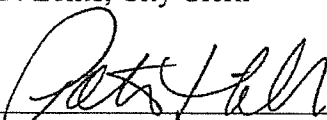
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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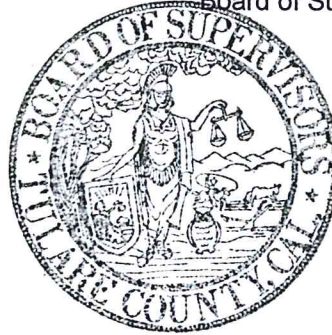
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

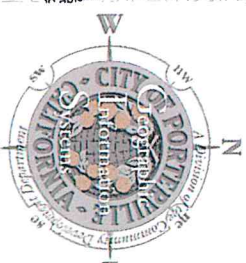
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

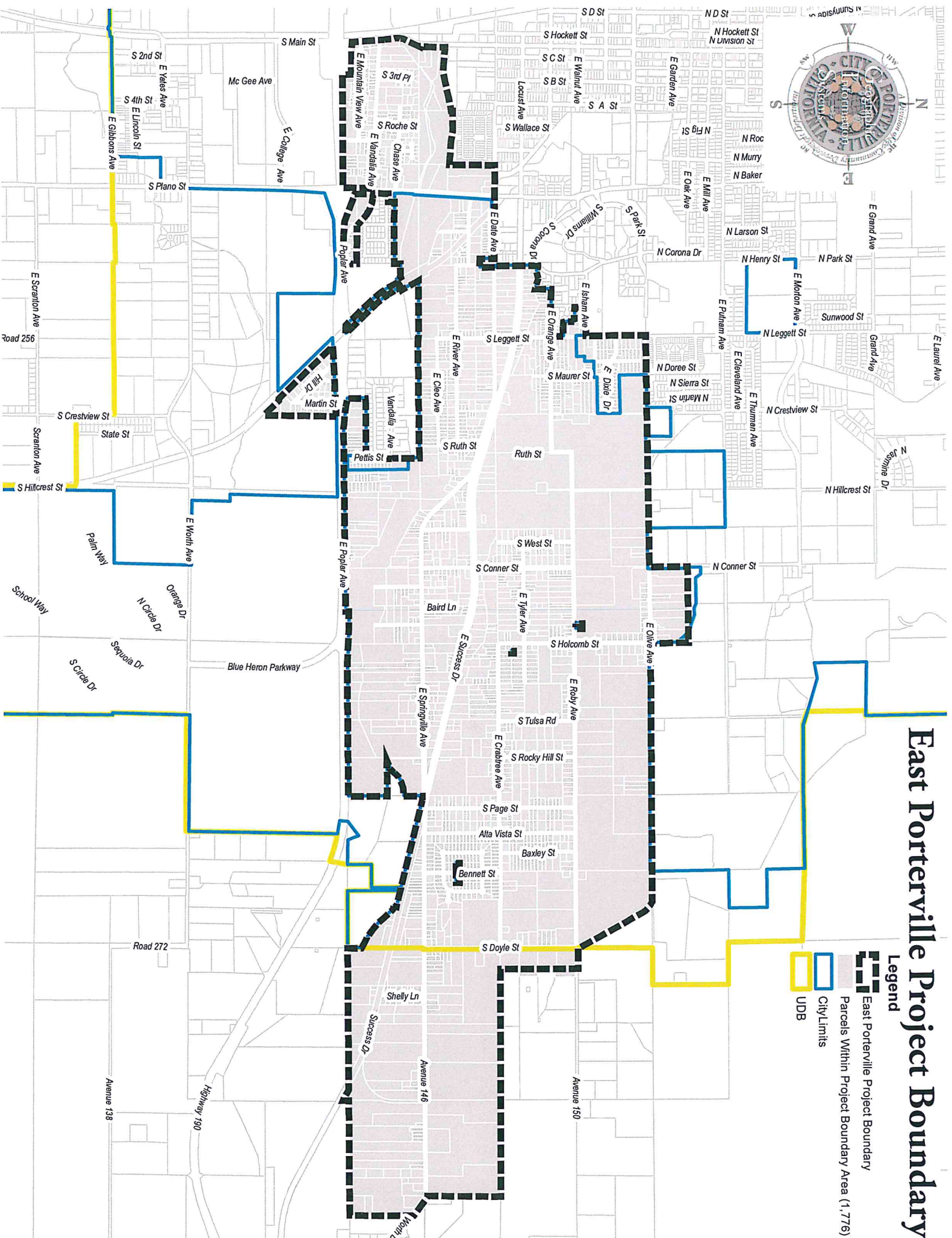


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

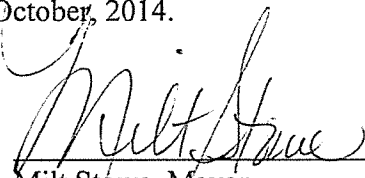
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

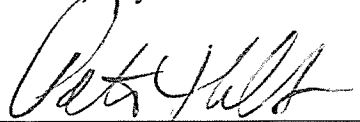
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

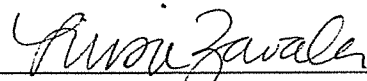
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

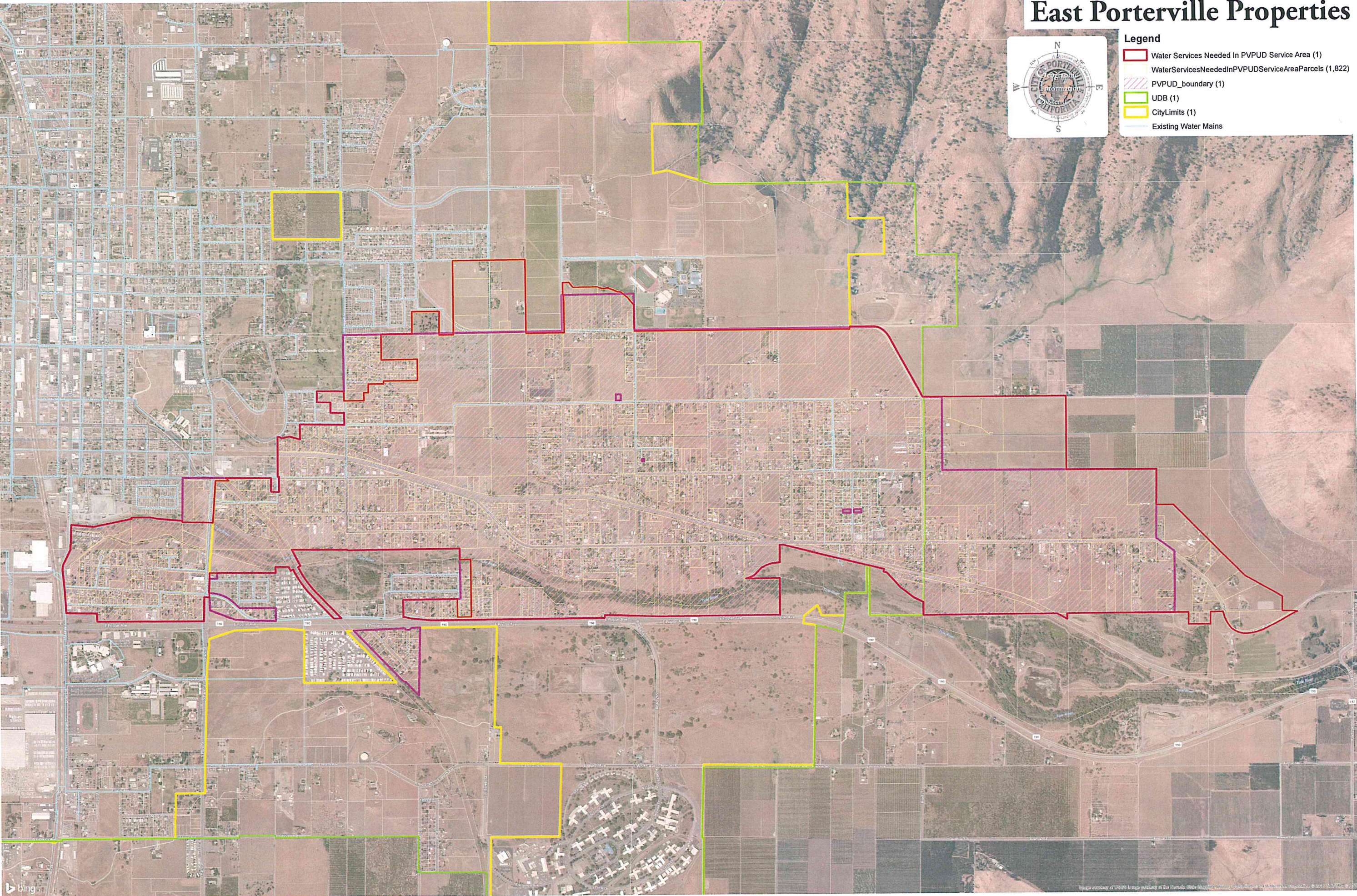
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

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

JOHN D. LOLLIS, City Clerk

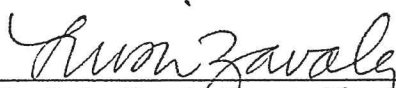

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Consideration of a Conditional Use Permit for Alcohol Sales at El Maguey Restaurant

SOURCE: Community Development

COMMENT: On October 3, 2018, the Project Review Committee (PRC) met with the applicant to discuss the proposed project (PRC 2018-043). The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the sale of beer and wine under a Type 41 on-sale license. The sale of alcohol will be in conjunction with the serving of meals (El Maguey Restaurant), within an existing tenant space at 1521 West Olive Avenue in the CG (General and Service Commercial) Zone District. Section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving the sale of alcoholic beverages.

The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 36.02; this tract contains eighteen (18) licenses for alcohol sales; seven (7) on-sale and eleven (11) off-sale. In Census tract 36.02, five (5) on-sale and six (6) off-sale are allowed without being deemed over-concentrated. Approval of this on-sale license would be the eighth on-sale license. Due to the over-concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.

The applicant is not proposing any live entertainment, which would require subsequent City Council approval prior to offering live entertainment. The restaurant will offer breakfast, lunch and dinner and may be open up to seven (7) days per week, between 8:00 a.m. and 10:00 p.m. Staff has included in the draft Resolution proposed conditions for the facility to operate and be maintained so as not to be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

The request for the alcohol license is not anticipated to cause a negative impact on the surrounding community. The project is also conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare and to prevent the use from becoming a nuisance. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CG. The CG designation is intended to maintain a full range of commercial uses. The proposed restaurant with alcohol sales would suit the purpose of the

zone designation. The restaurant is a permitted use in the CG Zone, and alcohol sales may be permitted in that zone with the requested CUP.

On March 21, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving Conditional Use Permit (PRC 2018-043-C) subject to conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Locator Map
2. Floor plan
3. ABC License Map
4. Draft Resolution
5. Letter of Public Convenience or Necessity

Appropriated/Funded:

Review By:

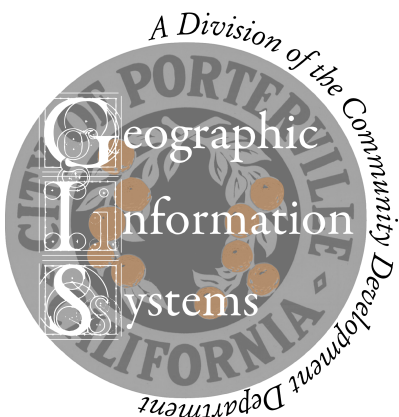
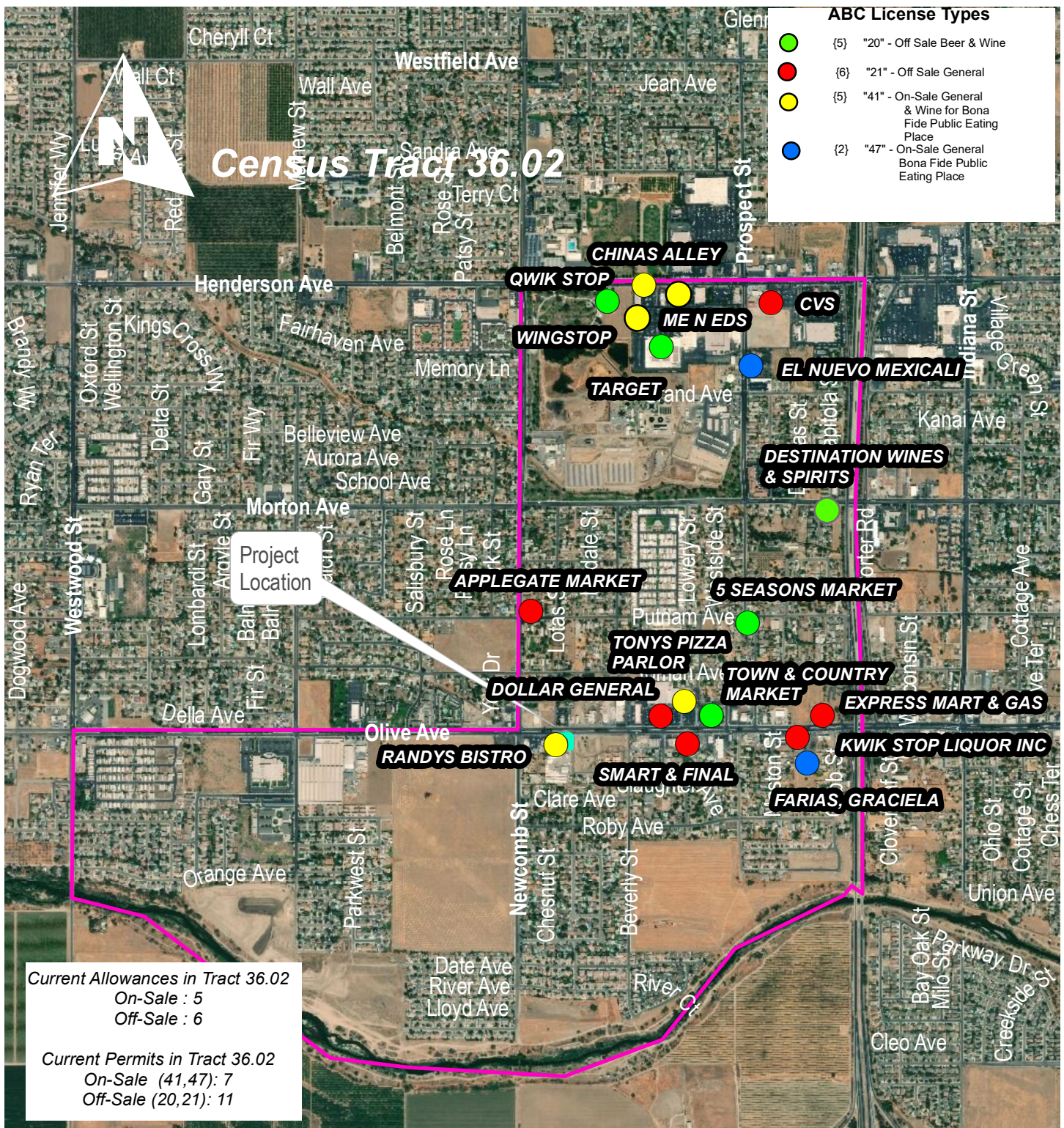
Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



PRC 2018-043
Maguey CUP for Type 41
@ 1531 W Olive Ave
Project Locator Map
1" = 200ft



PRC 2018-043
Maguey CUP for Type 41
@ 1531 W. Olive Ave
ABC Permit Map

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2018-043-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
41 ON-SALE (BEER AND WINE) ALCOHOL LICENSE FOR EL MAGUEY
RESTAURANT, A BONA-FIDE PUBLIC EATING PLACE LOCATED AT
1521 W. OLIVE AVENUE

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of April 2, 2019, conducted a public hearing to consider Conditional Use Permit (PRC 2018-043-C) to allow for the sale of alcohol under a Type 41 (Beer and Wine) alcohol license for a restaurant located at 1521 W. Olive Avenue; and

WHEREAS: On March 21, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over concentration of alcohol licenses within Census Tract 36.02; and

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

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for General and Service Commercial. The CG zone designation is intended to maintain a full range of commercial uses. The requested Conditional Use Permit for a Type 41 On- Sale General, (beer and wine) alcohol license for a bona fide eating establishment would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that all activities

associated with the consumption of alcohol on premises, in association with the Type 41 on-sale license shall be exclusively confined to the interior of the building.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of licenses to population in a census tract exceeds the average ratio for the county, and “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 36.02; this tract contains 18 license for alcohol sales: seven on-sale and eleven off-sale. In Census Tract 36.02, five on-sale and six off-sale are permitted without being deemed over-concentrated. Due to the over concentration of on-sale licenses a Letter of Public Convenience and Necessity is required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2018-043-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. Live entertainment or dancing is not permitted; if in the future the license holder seeks to pursue such associated activities, a modification to this permit would be considered by the City Council.
3. Hours of operation are limited to 6:00 am to 10:00 pm, seven days per week.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

April 2, 2019

California Department of Alcoholic Beverage Control
Fresno District Office
1330 B E. Shaw Ave
Fresno, CA 93710
ATTN: Christine Weldon

RE: El Maguey Restaurant, 1521 W. Olive Avenue, Porterville, CA

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 41 On-Sale (beer and wine) for a bona fide public eating place for El Maguey Restaurant located at 1521 W. Olive Avenue.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 36.02 which allows three on-sale licenses. At the present time 18 on-sale licenses currently exist in this tract. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On April 2, 2019, the City Council conditionally approved Conditional Use Permit (PRC 2018-043-C), review attached resolution, to allow the on-sale of beer, wine for a bona fide restaurant at 1521 W. Olive Avenue. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 41 On-Sale (beer and wine) alcohol license in conjunction with a bona fide restaurant.

Further issuance of an on-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for General and Service Commercial. The CG zone designation is intended to maintain a full range of commercial uses. The requested Conditional Use Permit for a Type 41 On- Sale General, (beer and wine)

alcohol license for a bona fide restaurant would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 41 On-Sale, (beer and wine) license for El Maguey Restaurant located at 1521 W. Olive Avenue, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Consideration of Draft Ordinances to Allow the Establishment and Operation of Commercial Adult-Use Cannabis Dispensaries

SOURCE: City Manager's Office

COMMENT: At its meeting on March 5, 2019, the City Council acted to direct staff to prepare draft Ordinances for consideration and schedule a required Public Hearing that would authorize the establishment and operation of commercial adult-use cannabis dispensaries within designated areas of the city. The Council's Cannabis Ad Hoc Committee (comprised of Council Members Peñaloza and Reyes) recommended, given the combination of the State allowing the delivery of adult-use cannabis into the city as well as the State's licensing requirements for dispensaries, to proceed with authorizing the establishment and operation of commercial adult-use cannabis dispensaries.

The Committee recommended the establishment of up to three (3) commercial adult-use dispensaries in the city (based on a formula of allowing a dispensary for every 25,000 population), which would include a robust operator application and thorough review process for selection. State law prohibits commercial cannabis activity within 600 feet of a K-12 private or public school, which is reflected in this draft Ordinances, but the Council may want to consider additional distance restrictions from sensitive uses (childcare, education, and religious facilities) similar to liquor stores. Considering current zoning and location of sensitive uses, the Airport Industrial zone and the DR-N and DR-S (Downtown Retail North and South - Main Street) zones are generally the most favorable potential locations. The draft Ordinance allows for a request for proposals process in the event there are multiple operators interested in applying for regulatory permits. With no voter-approved cannabis excise taxes, the City would only be able to collect the regular Bradley-Burns (\$0.0095), Measure H (\$0.005), and Measure I (\$0.01) sales and use taxes, which the Committee further recommended that the Council consider placing a general excise tax measure on the November 2020 ballot, to include dispensaries, distribution, indoor cultivation, manufacturing, and testing. That stated, the Council recommended that the requirement for a development agreement be included, which allows for the potential implementation and funding for public outreach programs, community benefits programs, and the payment of ongoing operating fees and cost recovery fees. Said fees and funding could be subject to renegotiation in the event a cannabis tax is considered and passed by the voters at a later date.

Staff has prepared three (3) draft Ordinances for Council to consider that would

Item No. 25.

allow the establishment and operation of commercial adult-use cannabis dispensaries. The first draft Ordinance establishes the business regulations in the establishment and operation of commercial adult-use cannabis dispensaries, as well as proposed Development Agreement requirements. The second draft Ordinance revises the City's Development Code, addressing appropriate land use, zoning, and buffer zones. The third draft Ordinance addresses existing non-commercial personal cannabis activity regulations that have been separated from the Development Code, as well as removing the prohibition of deliveries in conformance with recent State regulation.

If the ordinances are approved, additional procedures and policies will need to be developed and approved prior to any commercial cannabis dispensaries being considered for approval by the Council.

RECOMMENDATION: That the City Council consider the draft Ordinances prepared to authorize the establishment and operation of commercial adult-use cannabis dispensaries.

ATTACHMENTS:

1. Draft Ordinance - Business Regulations
2. Draft Ordinance - Development Code
3. Draft Ordinance - Personal Use Restrictions

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. ____-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE
“MEDICAL MARIJUANA DISPENSARIES,” RENAMING THE ARTICLE “CANNABIS
DISPENSARIES,” ALLOWING CANNABIS DISPENSARY BUSINESSES AND
ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, the City Council of the City of Porterville finds that it is in the best interest of the community to allow the establishment a limited number of cannabis dispensaries, subject to the regulations set forth below and the location requirements proscribed in Chapter 21 of the Municipal Code (Porterville Development Code);

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

SECTION 1. Purpose. The purpose of this ordinance is to permit and regulate legal cannabis businesses in the City of Porterville.

SECTION 2. Article VII of Chapter 15 is hereby renamed “Cannabis Dispensaries,” and Sections 15-85 through 15-105 of Article VII are added as follows:

CHAPTER 15

ARTICLE VII – CANNABIS DISPENSARIES

15-85: Definitions. The following definitions are applicable to the terms when used in Porterville Municipal Code Chapters 15, 18, or 21, concerning regulations pertaining to cannabis uses, activities and operations.

“Applicant” means a person who is required to file an application for a permit under this section.

"Business Owner" means the owner(s) of the Cannabis Business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of 5% or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of 20% or more in the commercial cannabis business.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties; whether

growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis accessories" means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. "Cannabis accessories" also has the same meaning as in Section 11018.2 of the Health and Safety Code.

"Cannabis business" or "cannabis industry" means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

"Cannabis Dispensary" or "Dispensary" means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" as defined in California Business and Professions Code Division 10 and any successor statute(s), as may be adopted or amended from time to time. For the purposes of obtaining a City permit and operating within the City, "Cannabis Dispensary" or "Dispensary" is limited to Storefront Cannabis Retailers.

"Cannabis product" means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in Section 11018.1 of the Health and Safety Code.

"City" means the City of Porterville, either the entity or its territorial limits, as the context requires.

"City Council" or "Council" means the City Council of the City of Porterville.

"Collector" means the City's Financial Director or his or her designee.

"Commercial Cannabis Business," "Commercial Cannabis Activity," or "Cannabis Business" or "Cannabis Operation" means any commercial marijuana activity allowed under

State Law and the implementing regulations, as State Law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis, including the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non-medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under Division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.

"Commercial Cannabis Regulatory Permit" or "Regulatory Permit" means the permit required under this section to have a Cannabis Business.

"Concentrated cannabis" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

"Delivery employee" means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

"Development Agreement" means an agreement entered into between the City and the Business Owner and any other Responsible Parties as required by the City, in accordance with Chapter 21, Series 600, Article 609 of the Porterville Municipal Code.

"Distributor" means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" as defined in California Business and Professions Code Division 10 and any successor statute, as may be adopted or amended from time to time.

"Distribution" means the procurement, sale, and transport of cannabis or cannabis products between licensees.

"Employee" means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

"Gross Receipts," means the amount a Cannabis Operation received from all sources during its accounting period, without subtracting any costs or expenses.

"Manufacture" means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

"MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act

as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.

"Operator" means the Business Owner and any other person designated by the Business Owner as responsible for the day to day Cannabis business operation.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

"Processing" means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.

"Responsible Party" shall mean the Business Owner, Operator, manager(s), and any employee having significant control over the cannabis businesses operations.

"State" means the State of California.

"State Law" means all regulations and laws pertaining to Cannabis Business in the State of California.

"State license," means a State license issued pursuant to California Business & Professions Code Sections 26000, et seq. or other applicable State law.

"Transport" or "Transportation" means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this chapter.

15-86: Cannabis Dispensaries Permitted Uses and Zoning.

Business Owners meeting the requirements of this Article shall be allowed to conduct Storefront Cannabis Dispensary Operations in the zone districts and locations as specified in Chapter 21 of this Code, upon obtaining a Regulatory Permit from the City, obtaining a business license from the City, obtaining the applicable license from the State of California, and entering a Development Agreement with the City as specified further in this Article. Non-storefront cannabis retailers are not permitted within the City.

15-87: Cannabis Dispensaries Requirements and Restrictions.

- A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than one permit plus an additional permit per every 25,000 residents.
- B. Regulatory Permit/Fees.

- 1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the

City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.

2. Request for Proposals Process. The City may conduct an initial request for proposals process for regulatory permit applications, once it determines when dispensary regulatory permits shall become available, and thereafter as such permits become available. Nothing in this Chapter or Code shall be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary.

3. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion whether any permit approvals are made, and over the time, place, and manner of permit approvals.

4. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.

- C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary shall be allowed to begin until the development agreement is effective.
- D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.
- E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's "doing

business as” name and license number, the employee’s first and last name, and a color photograph of the employee that shows the full front of the employee’s face and that is at least 2 inches by 2 inches in size.

- F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.
- G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City’s Signage Ordinances, and any other policies or guidelines adopted by the City.
- H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
- I. Transportation. Transportation shall only be conducted according to activity permitted by State law.
- J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City-licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.
- K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty- one (21) years of age, or any older age if set by the State.
- L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards or open before 6 a.m. or remain open after 9 p.m. Pacific time.
- M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
- N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door.
- O. Premises Security. The following security conditions shall apply:
 - 1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system

as defined in Business and Professions Code section 7590.1(n). A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.

2. Remote monitoring of alarm systems.
3. Exterior lighting systems for after-hours security.
4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.
5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.
6. The Porterville Police Department or Department designee shall have access to all security systems.
7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.
8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.
9. Hardened bullet resistant windows for exterior windows as part of any new or existing construction.
10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.
12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City's discretion.
13. State of the art network security protocols and equipment need to be in place to protect computer information.

14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.
15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds or recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis dispensary, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information"). To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:
 - a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information
 - b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the proceeding.

P. Delivery.

1. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary.
2. Each delivery employee of a licensed dispensary shall be at least 21 years of age.
3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.
4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.

5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary premises after delivering the cannabis goods to the cannabis patients or primary caregivers.
 6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
 7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.
- Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:
1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.
 2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.
- R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.
- S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the: application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.
- T. Indemnification and Limitations on City's Liability.
1. To the fullest extent permitted by local, state, and/or federal law, the City shall not

assume any liability whatsoever with respect to having issued a regulatory permit or executed a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.

2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.

3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid.

15-88: Regulatory Permit Required.

- A. At the time authorized by the City, applications for Regulatory Permits shall be filed by the proposed Business Owner(s) with the City and include the information set forth herein. The City may request such additional information as they deem necessary to determine who the applicant is, and may adopt additional requirements as authorized in Section 15-87.B.

The applicant shall certify under penalty of perjury that all the information contained in the application is true and correct. The application shall contain the following items for the Business Owner, Operator and all Responsible Parties known at the time (if different than

the Business Owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the Premises Owner.
2. Date of birth.
3. Tax identification number.
4. The address to which notices relating to the application is to be mailed.
5. Previous addresses for the five (5) years immediately preceding the present.
6. The height, weight, color of eyes and hair.
7. Photographs for identification purposes (photographs shall be taken by the Police Department).
8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
9. The Cannabis Operation business history, including whether the Business Owner and Responsible Parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
10. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the application form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis sales will occur on its property.
11. A descriptive business plan for the Cannabis Operation, including a detailed list of all Cannabis Business activities proposed to occur on the Premises.
12. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis production, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. For Cannabis Dispensaries, the floor plan should show the layout and design of the building. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.
13. The name or names of the Operator. The Operator shall designate one or more Responsible Parties, one of which shall at all times be available as a point of contact

for the City, 24 hours per day. The contact information and schedule of the Operator and Responsible Parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for insuring the safety of persons and to protect the Premises from theft.
 15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school or any other sensitive use as set forth in the Operational Requirements.
 16. Authorization for the City, its agents and employees to seek verification of the information submitted.
- B. Other Permits or Licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a Regulatory Permit.

15-89: Employee Permit Required.

- A. Every employee or independent contractor working at a Cannabis Operation or involved in transportation/delivery related services for a Cannabis Business shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a Business Owner on a Regulatory Permit shall not be required to obtain an Employee Permit if such person also serves as an employee or contractor. All Responsible Parties, except the Business Owner, shall be required to obtain an Employee Permit.
- B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:
 1. Name, current resident address, and telephone number.
 2. Date of birth.
 3. Tax identification number.
 4. Height, weight, color of eyes, and hair.
 5. Photographs for identification purposes (photographs shall be taken by the Police Department).
 6. Be fingerprinted by the Police Department.

7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the Employee Permit.
8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
9. The name of the Business Owner holding the Regulatory Permit and the Operator for which such person is proposed to work.

15-90: Application Fees.

Every new application for a Regulatory Permit, Employee Permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license, tax, or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general ongoing monitoring for compliance and processing of the application.

15-91: Investigation.

- A. Upon the filing of a properly completed application and the payment of the fee, the Police Chief is authorized to conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a Regulatory Permit and Employee Permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Porterville Police Department.
- B. For Employee Permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an Employee Permit. At the discretion of the Police Chief, Employee Permits may be conditionally approved pending the background investigation.

15-92: Term of Permits and Renewals. Regulatory Permits issued under this Chapter shall expire on December 31st each year. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed. Regulatory fees may be pro-rated based on the term of the Regulatory Permit.

15-93: Grounds for Denial of Regulatory Permit.

Nothing in this Section shall be construed to require the City to grant a regulatory permit. Notwithstanding this, applications for a Regulatory Permit are required to be denied for one or more of the following:

- A. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.
- B. The Business Owner or Operator has been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the Business Owner or Operator has had disciplinary action relating to the permit.
- C. The Business Owner or Operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
- D. Consistent with State Law or other applicable State law, the Business Owner or Operator, or any Responsible Person, has been:
 - 1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - 2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - 3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 - 4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
 - 5. Has engaged in misconduct related to the qualifications, functions or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
 - 6. Consistent with State Law or other applicable State law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
 - 7. The Business Owner or Operator is under twenty-one (21) years of age, or any older other age set by the State; or
 - 8. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in this Municipal Code, or the terms of the Development Agreement; or

9. The required annual business license fee, annual regulatory fee or fees specified in this Code or the Development Agreement have not been paid.

15-94: Grounds for Denial of Employee Permit.

The grounds for denial of an Employee Permit shall be one or more of the following:

- A. The applicant has been issued a local or State permit related to Cannabis production at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.
- B. Consistent with State Law or other applicable State law, the applicant has been:
 1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in State Law; or has engaged in misconduct related to the qualifications, functions or duties of a permittee; or
 5. Consistent with State Law or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
 6. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit; or
 7. An applicant is under eighteen (21) years of age, or any older age set by the State.

15-95: Notice of Decision and Final Action.

- A. Regulatory Permit. Action on a properly authorized and submitted application for a Regulatory Permit shall be as follows:
 1. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a Regulatory Permit, and the date and time when the City Council will

consider action on the Regulatory Permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.

2. Following a public hearing before the City Council, the Council may grant the Regulatory Permit subject to the other requirements of this Article and subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the Regulatory Permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.

B. Employee Permit. Action on the Employee Permit shall be as follows: The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an Employee Permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chiefs decision on an Employee permit shall be final, subject to judicial review.

15-96: Suspension and Revocation of Regulatory Permit or Employee Permit.

A. Regulatory Permit. The City Council may suspend or revoke the Regulatory Permit of a Commercial Cannabis Operation when any of the following occur:

1. The Cannabis Operation is conducted in violation of any provision of this section, the terms of the Development Agreement, State Law, or any other applicable State law.
2. The Cannabis Operation is conducted in such a manner as to create a public or private nuisance.
3. A failure to pay the Regulatory Fee required by this Article or other required fees pursuant to this Code or the Development Agreement.
4. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the Premises, traffic control problems, or obstruction of the operation of another business.
5. A failure to comply with the terms and conditions of the Regulatory Permit issued in connection therewith or the terms of the Development Agreement.
6. Any act which would be considered grounds for denial of the Regulatory Permit in the first instance.

B. Employee Permit. The Police Chief may suspend or revoke an Employee Permit when the permittee or the employee has committed any one or more of the following acts:

1. Any act which would be considered a ground for denial of the permit in the first

instance.

2. Violates any provision of this section, State Law, or any other applicable law relating to the Cannabis Operation.
 3. Violates or fails to comply with the terms and conditions of the Employee Permit.
- C. Procedures for Revoking Regulatory Permits. For Regulatory Permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a Conditional Use Permit.
- D. Procedures/or Revoking Employee Permits. Prior to suspension or revocation of an Employee Permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an Employee Permit shall have no appeal rights and the Police Chiefs decision shall be final, subject to judicial review as set forth in this section.
- E. Immediate Suspension. The Police Chief may immediately suspend or revoke a Regulatory Permit and an Employee Permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
1. The Business Owner or Operator is convicted of a public offense in any court for the violation of any law which relates to the Cannabis Operation, or in the case of an Employee Permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.
 2. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

15-97: Effect of Denial or Revocation.

When the City Council shall have denied a Regulatory Permit or revoked a Regulatory Permit, or the Police Chief shall have denied or revoked an Employee Permit, no new application for a Regulatory Permit and no new application for an Employee Permit shall be accepted and no Regulatory Permit or Employee Permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one (1) year after denying or revoking the Regulatory Permit or Employee Permit.

15-98: Abandonment.

In addition to the suspension or revocation of a Regulatory Permit, a Regulatory Permit shall be deemed abandoned if the Cannabis operation ceases for a period of more than ninety (90) consecutive days. Before restarting operations, a new Regulatory Permit shall be secured. The 90 day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

15-99: Other Licenses, Permits, Taxes or Charges.

Except as expressly provided in this Chapter, nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or Chapter of this Code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or Chapter of this Code or any other ordinance or resolution of the City. Any references made or contained in any other title or Chapter of this Code to any permits, licenses, taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the permits, licenses, taxes, fees or charges, or schedule of license fees, provided for in other titles or Chapters of the Porterville City Code unless otherwise expressly provided.

15-100: Violation Deemed Misdemeanor and other Remedies.

Any person who violates any provision of this Chapter or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in Section ____ of this Code. A person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury. Additionally, the City may avail itself of any remedies or enforcement provisions provided for in the Code.

15-101: Actions to Collect.

The amount of any tax, fee, penalty and/or interest imposed pursuant to this Chapter shall be deemed a debt owed to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent tax, fees, penalties and interest thereon.

15-102: Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

15-103: Remedies Cumulative.

All remedies prescribed under this Chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

15-104: Amendment or Repeal.

This Article may be repealed or amended by ordinance of the Porterville City Council.

15-105: Penalties.

Any entity that fails to pay the taxes and/or fees required by this Code or the Development Agreement within fifteen (15) days after the due date shall pay in addition to those taxes and/or fees a penalty for nonpayment in the sum equal to twenty-five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the fee remains unpaid – up to a maximum of one hundred percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right

or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. Table 202.02 is hereby amended as follows:

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

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

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	-	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	C(7)	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	-	-	-	-	-	-	-	Municipal Code Chapter 15, Article VII and Section 301.23, Cannabis Cultivation, Use, and Commercial Activities
Commercial Entertainment and Recreation	See sub-classifications below									

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

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
<i>General Offices</i>	P(13)	P	P	P	-	-	P	P	P	
<i>Walk-In Clientele</i>	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									

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

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									
Specific Limitations: 1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street. 2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit. 3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. 4. Allowed only on upper floors and limited to 5,000 square feet in size. 5. Limited to 5,000 square feet in size. 6. Provided that such use shall be completely enclosed in a building of soundproof construction. 7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles. 8. Drive-through facilities are prohibited. 9. Bulk storage of sand, gravel, or cement is not allowed. 10. Wholesale services are not allowed. 11. Permitted only as accessory to a primary use. 12. No outdoor operations or outdoor storage are allowed. 13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors. 14. Shall not be located within 300 feet of any R district. 15. Not allowed on Main Street. No repair or storage of vehicles is allowed.										

SECTION 2. Table 204.02 is hereby amended as follows:

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

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII and Section 301.23 Cannabis Cultivation, Use, and Commercial Activities
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	

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

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

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices. 2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size. 3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone. 4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map. 5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

SECTION 3. Section 301.23 is hereby amended as follows:

301.23 Cannabis Cultivation, Use, and Commercial Activities

A. Purpose and Intent

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

protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and state law.

3. The purpose of this article is to *restrict non-commercial cultivation, and to personal cannabis cultivation, drying, harvesting, processing, smoking, and use, consistent with permitted local regulation under State law, and to expressly restrict and/or prohibit the establishment of commercial cannabis uses in the City.*

B. Interpretation and Applicability

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
5. All cultivation activities within city limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section. ~~However, all holders of active cultivation permits (who are in full compliance with said permits) issued under this former Section 301.23 shall be allowed to continue to engage in the permitted activity until the expiration of their permits.~~

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

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

compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

3. *“Cannabis accessories” is defined in Chapter 15, Article VII of this Code.*
 4. *“Cannabis (or Marijuana) Collective” or “cooperative or collective” includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act) of California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).*
 5. *“Cannabis Dispensary” is defined in Chapter 15, Article VII of this Code.*
 6. *“Cannabis product” is defined in Chapter 15, Article VII of this Code.*
 7. *“Commercial cannabis activity” is defined in Chapter 15, Article VII of this Code.*
 8. *“Concentrated cannabis” is defined in Chapter 15, Article VII of this Code.*
 9. *“Personal (Non-commercial) Cultivation” means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.*
 10. *“Delivery” is defined in Chapter 15, Article VII of this Code.*
 11. *“Distribution” is defined in Chapter 15, Article VII of this Code.*
 12. *“Manufacture” is defined in Chapter 15, Article VII of this Code.*
 13. *“MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.*
 14. *“Processing” is defined in Chapter 15, Article VII of this Code.*
- D. Severability: If any part of Section 301.23 is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.
- E. Personal (Non-commercial) Cultivation and Other Activities: *Personal, non-commercial cultivation and other activities including drying, harvesting, processing, smoking, and use are restricted pursuant to this Section and/or Chapter 18, Article XI of this Code. Nothing shall in this Section shall prohibit a person twenty-one (21) years of age or older from*

engaging in the cultivation of six (6) or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six or fewer plants may be grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

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

~~1. To the extent that the following activities are permitted by State law, nothing in this article shall prohibit a person 21 years of age or older from:~~

- ~~a. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, not more than 28.5 grams of cannabis not in the form of concentrated cannabis;~~
- ~~b. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;~~

- ~~— c. — Smoking or ingesting cannabis or cannabis products except as prohibited by California Health and Safety Code Section 11362.3 (and as restricted by this Section).~~
- ~~— d. — Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons 21 years of age or older without compensation whatsoever;~~
- ~~— e. — Engaging in the cultivation of six or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence, or if grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties; or~~
- 2. This Section shall also prohibit any commercial cannabis activity that the city is otherwise required by State law to allow within its jurisdiction pursuant to MAUCRSA.
- 3. The use of gas products or other volatile solvent (e.g., CO₂, butane, etc.) for cannabis cultivation, processing or manufacture is prohibited;
- 4. There shall be no exterior evidence of cannabis cultivation occurring at the property, from a public right-of-way;
- 5. No distribution of cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Section, or required to be allowed by law;
- 6. Cannabis cultivation lighting shall not exceed 1,200 watts;
- 7. The accessory structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);
- 8. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;
- 9. Prior to performing any work on electrical wiring/rewiring the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;
- 10. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall;
- 11. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
- 12. The growing of cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property;
- 13. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view-obscuring fence, secured with self-closing and locking gates; and

14. ~~Areas for cultivation of cannabis shall be secured, locked, and fully enclosed and rendered inaccessible to minors.~~

F. Prohibited Uses and Activities

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

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

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

4. ~~To the extent not already prohibited by subsection 1 above, all deliveries of cannabis or cannabis products, to or from any location are expressly prohibited. No person shall conduct or perform any delivery of any cannabis or cannabis products, which delivery either originates or terminates within the city. This subsection shall not prohibit any person from transporting cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.~~

5. ~~The smoking, ingesting, or use of cannabis or cannabis products is prohibited in all public places, in all locations where smoking tobacco is prohibited, and on all business properties or within business facilities within the jurisdictional limits of the city, unless otherwise expressly authorized by city regulation, or required to be allowed by State law.~~

G. Permitted Use

1. *Commercial Cannabis Dispensary uses shall be allowed to be established and operated by Business Owners (as defined in Section 15-85 of this Code), that meet all of the requirements specified in this Section and Chapter 15, Article VII of this Code, in the DR-N, DR-S and Airport Industrial zone districts of the City, subject to having a valid State license for the operations, having a Regulatory Permit from the City, obtaining a City Business License, and having entered into a Development Agreement between the Business Owners and the City. Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and Article VII of Chapter 15 of this Code, as it may be amended from time to time or repealed and replaced by another section governing Cannabis Dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.*
 2. *The number of regulatory permits for cannabis dispensaries is limited to no more than one permit, plus an additional permit for every 25,000 residents.*
 3. *Distance separation from schools. Cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis Dispensary shall not be located with 600 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.*
 4. *All building property requirements set forth in Article VII, Chapter 15 shall also apply and are hereby incorporated by reference as if set forth fully herein.*
 5. *Cannabis Dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in Chapter 21 and this Code, as well as the Downtown Design Guidelines, in applicable zone districts.*
- H. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of Section 301.23 or this Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code Section 11362.71 et seq. or

Section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

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

701.02: LAND USE CLASSIFICATIONS:

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

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

Animal Care, Sales and Services

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

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

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

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

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

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

Automobile/Vehicle Sales and Services

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

Automobile/Vehicle Sales and Leasing. Sales or leasing of automobiles, boats, motorcycles,

trucks, and motor homes, including storage and incidental maintenance.

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

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

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

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

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

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

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

Banks and Financial Institutions

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

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

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

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

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

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

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

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

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

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

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

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

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

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in

theaters, driving ranges, golf courses, and facilities with fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

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

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

Communication Facilities

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

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

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

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

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

Crop Cultivation. The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries. (see Nurseries and Garden Centers)

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

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

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

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

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

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

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

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

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

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

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

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

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

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than three (3) infants are cared for during any time when more than twelve (12) children are being cared for.
3. The licensee notifies a parent that the facility is caring for two (2) additional school-age children and that there may be up to thirteen (13) or fourteen (14) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

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

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

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

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

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

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

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

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

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

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

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

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

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

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than ten thousand (10,000) lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This

classification does not include towing operations (See Automobile/Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See Business Services).

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

Massage Establishments. Healing arts

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

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

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

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

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

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

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

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

Offices

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

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

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

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

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

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

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

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

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

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

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

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

Residential Care Facilities, Limited. Facilities that require a State license or are State licensed and provide twenty-four (24) hour non-medical care and supervision for six (6) or fewer persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Indoor Warehousing and Storage. The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

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

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

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

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADDING ARTICLE XI TO CHAPTER 18 OF THE PORTERVILLE MUNICIPAL CODE,
CONCERNING PERSONAL (NON-COMMERCIAL) CANNABIS ACTIVITIES
INCLUDING DRYING, HARVESTING, PROCESSING, SMOKING, AND USE

WHEREAS, California legislation provides that the City of Porterville has the power to regulate certain cannabis activities, personal use and the drying, harvesting, processing and smoking of cannabis and cannabis products;

WHEREAS, Ordinance No. 1843 was adopted on November 7, 2017, providing for certain restrictions concerning such use, said regulations were set forth in Chapter 21 (Development Code) of the Porterville Municipal Code, and the City Attorney has recommended that personal cultivation regulations remain within Chapter 21, and the regulations concerning other activities not related to Development be moved to Chapter 18 of the Municipal Code;

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

SECTION 1. Article XI, Sections 18-120 through 18-125 are hereby added to Chapter 18 of the Porterville Municipal Code, as follows:

CHAPTER 18

ARTICLE XI – CANNABIS ACTIVITIES AND USE (NON-COMMERCIAL)

18-120: Purpose and Intent.

1. The City Council finds that restrictions on personal cannabis activities including drying, harvesting, processing, smoking and use are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the Council in its Charter and State law.

2. The purpose of this section is to restrict personal cannabis activities including drying, harvesting, processing, smoking, and use, consistent with permitted local regulation under State law.

3. To the extent not covered in this Article, personal, non-commercial cultivation of cannabis is regulated, consistent with applicable State law, pursuant to Section 301.23 of this Code.

18-121: Definitions.

For the purposes of this Article, "cannabis" and/or "marijuana," "cannabis product,"

“cannabis accessories,” “cultivation,” “distribution,” “manufacture,” “processing,” and “transporting” have the same meanings as defined in Section 301.23 and/or Section 15-85 of this Code.

18-122: Interpretation and Applicability.

1. Nothing in this Article is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.

2. Nothing in this Article is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.

3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and State construction, electrical, plumbing, land use or any other building or land use standards or permitting requirements.

4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.

5. All personal (non-commercial) cultivation activities are also subject to the provisions of Section 301.23 of this Code.

6. Commercial cannabis activities are restricted and regulated under Chapter 15, Article VII, of this Code.

18-123: Severability.

If any part of this Article is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections of this Article.

18-124: Personal Activities/Use Restrictions and Prohibitions.

1. To the extent that the following activities are permitted by State law, nothing in this section shall prohibit a person twenty one (21) years of age or older from:

a. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty one (21) years of age or older, without compensation whatsoever, not more than 28.5 grams of cannabis not in the form of concentrated cannabis;

b. Possessing, processing, purchasing, transporting, obtaining or giving away to person twenty one (21) years of age or older, without compensation whatsoever, up to eight grams (8 g) of cannabis in the form of concentrated cannabis;

c. Smoking or ingesting cannabis or cannabis products except as prohibited

by California Health and Safety Code section 11362.3 or other State laws (and as restricted by this section);

d. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons twenty one (21) years of age or older without compensation whatsoever; or

e. Engaging in the cultivation of six or fewer live cannabis plants, as set forth in Section 301.23 of this Code.

2. The use of gas products or other volatile solvent (e.g. CO₂, butane, etc.) for cannabis cultivation, processing or manufacture is prohibited.

3. No distribution of cannabis cultivated or processed for personal use shall be allowed other than as authorized by this Code, or required to be allowed by law.

4. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the City, unless the commercial activity is expressly permitted by this Code, and the activity at the location has been expressly authorized by the City in accordance with applicable City regulations and applicable State laws.

5. The smoking, ingesting, or use of cannabis or cannabis products is prohibited in all public places, in all locations where smoking tobacco is prohibited, and on all business properties or within business facilities within the jurisdictional limits of the City, unless otherwise expressly authorized by City regulation, or required to be allowed by State law.

18-125: Enforcement.

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

SECTION 2. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA

under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 3. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

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

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 2, 2019

SUBJECT: Consideration of Promoting Self Worth (PSW) Service Agreement Increases

SOURCE: City Manager's Office

COMMENT: In accordance with Welfare and Institutions Code Sections 19403 and 19404, legislation which supports workshops serving individuals with disabilities, Promoting Self Worth (PSW) currently provides graffiti removal services, Downtown sidewalk cleaning, and maintenance of certain Landscape Maintenance Districts (LMD) for the City. PSW has recently notified the City of its need to increase the amounts of its service agreements by ten percent (10%) effective April 1, 2019, due to the recent increase in the California minimum wage. The anticipated annual cost increase to the Refuse Fund for graffiti removal services is estimated at \$6,000, and the annual cost increase to the General Fund (Parks & Leisure Services Department) for Downtown sidewalk cleaning is approximately \$5,700.

PSW maintains ten (10) LMD's for the City, two (2) of which the annual maintenance costs exceed the maximum assessment for the District, which the City indirectly then subsidizes the difference. The two (2) LMD's are: 1) Castlewood Estates, Phase 2 (\$120 annual increase, \$295 over maximum assessment); and 2) Williams Ranch, Phase 2 (\$260 annual increase, \$556 over maximum assessment). As the City Council is aware, the maximum annual assessment may not be increased without a Prop 218 hearing of the affected property owners, which historically have not been supportive of increasing LMD assessments. When the Council awarded the LMD's to PSW, their bids for maintenance were more than the lowest bid by Clean Cut Landscape, Inc., but were awarded under the provisions of the Welfare and Institutions Code. The Council may wish to consider transitioning the two (2) negatively affected LMD's to Clean Cut, who was the low bid on the LMD's and maintains the majority of LMD's across the city. At the time of this report, Clean Cut has not yet provided a potential cost for maintenance of the two (2) LMD's, but is expected to do so by the Council's meeting.

RECOMMENDATION: That the City Council consider the service agreement increases presented by PSW.

ATTACHMENTS:

1. Welfare and Institutions Code 19403
2. Welfare and Institutions Code 19404
3. PSW Graffiti Removal Proposal
4. PSW Sidewalk Cleaning and LMD Maintenance Proposal

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



State of California

WELFARE AND INSTITUTIONS CODE

Section 19403

19403. It is the intent of the Legislature to encourage state organizations, cities, counties, districts, and other political subdivisions to purchase products manufactured by and services provided by public or private nonprofit California corporations operating workshops serving individuals with disabilities whenever it is feasible to do so and the proximity of the public or private nonprofit California corporations operating workshops serving individuals with disabilities makes the purchases reasonably convenient and to provide equality of competitive advantage for organizations operating workshops for individuals with disabilities and organizations operating workshops for individuals who are blind.

(Amended by Stats. 1993, Ch. 937, Sec. 26. Effective October 8, 1993.)

State of California

WELFARE AND INSTITUTIONS CODE

Section 19404

19404. Any state agency, city or county, political subdivision, or district of this state may, without advertising or calling for bids, purchase materials and supplies manufactured and services provided by public or private nonprofit California corporations operating community rehabilitation programs serving persons with disabilities who have indicated an interest in supplying those goods and services and may, on an equitable basis apportion the business among the interested community rehabilitation programs, provided the goods or services meet the specifications and needs of the purchasing agency and are purchased at a fair market price, as determined by the appropriate state or local agency and provided that the public or private nonprofit California corporations comply with all of the following requirements:

(a) (1) Contract work obtained under this section shall be performed by a labor force which is comprised primarily of persons with disabilities, as measured by the percentage of person-hours of direct labor devoted to the contract work.

(2) For purposes of this paragraph, “primarily” means 75 percent or greater.

(3) Agree to make those elections permitted of any nonprofit corporation under the federal Insurance Contributions Act and the California Unemployment Insurance Code in order to provide social security and unemployment and disability benefits for its employees commencing with its first contract or purchase order under this section and continuing thereafter. In the event that the nonprofit corporation ceases to provide those benefits, any existing contract or purchase order under this section with the corporation is terminated and no further contracts or purchase orders shall be awarded to that corporation for the period of two years after the corporation ceases to provide the benefits. For the purposes of this subdivision, a person with a disability shall be considered an employee when performing productive work.

(4) Provide in its articles of incorporation that at least two of the directors of its board of directors shall be comprised of persons with disabilities or the parents, guardians, or conservators of individuals with disabilities. Directors who are also employees of the nonprofit corporation shall not participate in or be present at discussions of the board of directors concerned with labor-management contract negotiations.

(5) Provide for disabled employees of the nonprofit corporation benefits and other employer-employee agreements substantially equal to those benefits and agreements entered into between each nonprofit corporation and the representatives designated by a majority of the employees.

(6) Not commit any unfair labor practices as defined in Section 8(a) of the National Labor Relations Act.

(7) Abide by the provisions of the Federal Fair Labor Standards Act, the Walsh-Healy Public Contract Act, the Wagner O'Day Act, and the regulations of the State Division of Industrial Welfare.

(b) For purposes of this section a "person with a disability" means any person, other than a person who is blind, who is so severely incapacitated by any physical or mental disability that he or she cannot currently engage in normal competitive employment because of the disability.

(Amended by Stats. 1993, Ch. 937, Sec. 27. Effective October 8, 1993.)



**WORKFORCEPSW
PROPOSAL**

Michael Knight
Parks and Leisure Department
City of Porterville
291 N Main Street
Porterville, CA 93257

March 12, 2019

Good Morning Michael,

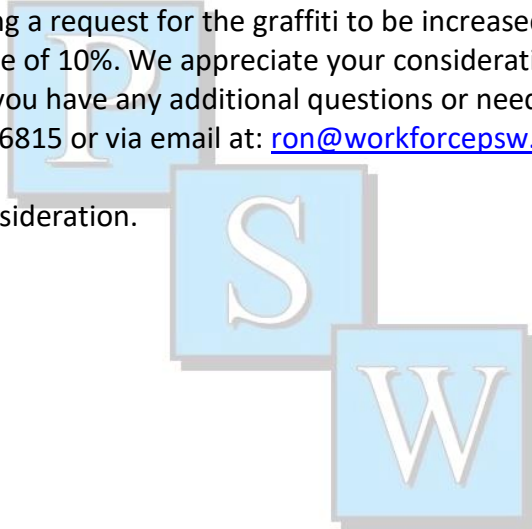
Per your request, we are submitting a request for the graffiti to be increased April 1, 2019 by the percentage of the new minimum wage increase of 10%. We appreciate your consideration in this matter and look forward to hearing back from you. Should you have any additional questions or need more information, please contact me on my cell phone at (559) 799-6815 or via email at: ron@workforcepsw.com

Thank you in advance for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ron Killingsworth", with a stylized flourish at the end.

Ron Killingsworth
Director of Marketing and Legislative Affairs
PSW



The new rates are listed below and are broken down by current amount, increase and total per contract.
The new rates are as follows:

Graffiti	Current	Increase	Total
Painting under 125 Sq. FT. per stop	23.80	2.38	26.18
over 125 sq. ft	0.21	0.02	0.23
Sandblasting under 30 sq. ft per stop	27.25	2.73	29.98
over 125 sq. ft	0.65	0.07	0.72
Wash off per stop	9.00	0.90	9.90
Water trip	21.00	2.10	23.10
Graffiti X per stop	27.25	2.73	29.98
Total	109.16	10.92	120.08
Ladder use per 1/2hr.	7.50	0.75	8.25
Manual Application Fee	35.00	3.50	38.50
Wash off	9.00	0.90	9.90
Water trips	21.00	2.10	23.10
Administrative Cost	465.00	46.50	511.50
Total	537.50	75.58	591.25



WORKFORCEPSW PROPOSAL

Donnie Moore
Parks and Leisure Department
City of Porterville
291 N Main Street
Porterville, CA 93257

March 12, 2019

Good Morning Donnie,

Per your request, we are submitting a request for our contracts to be increased April 1, 2019 or as allowed by the LMD guidelines by the percentage of the new minimum wage increase of 10%.. We appreciate your consideration in this matter and look forward to hearing back from you. Should you have any additional questions or need more information, please contact me on my cell phone at (559) 799-6815 or via email at: ron@workforcepsw.com

Thank you in advance for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ron Killingsworth".

Ron Killingsworth
Director of Marketing and Legislative Affairs
PSW

The new rates are listed below and are broken down by current amount, increase and total per contract.
The new rates are as follows:

City of Porterville

CUSTOMER NAME	Service per	Current	TOTAL BILLING AMT		
Contracts				<u>Total increase</u>	<u>Total per month</u>
COP Creekview Estates	Mo	216.67		21.67	238.34
COP Lions Park	MO	158.31		15.83	174.14
COP Meadow Breeze	Mo	199.33		19.93	219.26
COP North Creek Estates	Mo	260.00		26.00	286.00
COP Orchard Ridge	MO	99.67		9.97	109.64
COP Porter Creek Estates	Mo	780.00		78.00	858.00
COP Williams Ranch II	Mo	216.67		21.67	238.34
COP - Trash Can Pick up	Mo.	220.50		22.05	242.55
COP Parking Lots (various locations)	Mo.	1444.21		144.42	1588.63
COP Main Street	Mo.	1279.16		127.92	1407.08
COP 4th & Morton/Thurman & Second	Mo.	386.70		38.67	425.37
COP City Hall and Library	Mo.	307.23		30.72	337.95
COP E. Olive/N.Second Parking Lot	Mo.	262.03		26.20	288.23
COP Hockett behind DA'S office	Mo.	50.53		5.05	55.58
COP South Main Street Bridge	Mo.	52.41		5.24	57.65
COP J.C. Penney Litter Control	Mo.	107.14		10.71	117.85
COP Municipal Golf Course	Mo.	84.11		8.41	92.52
COP Centennial Park	Mo.	172.50		17.25	189.75
COP Castlewood Estates	Mo.	99.67		9.97	109.64
COP Putnam Strip	Mo.	91.66		9.17	100.83
COP Williams Ranch I	Mo.	130.00		13.00	<u>143.00</u>
		6618.50		661.85	7280.35